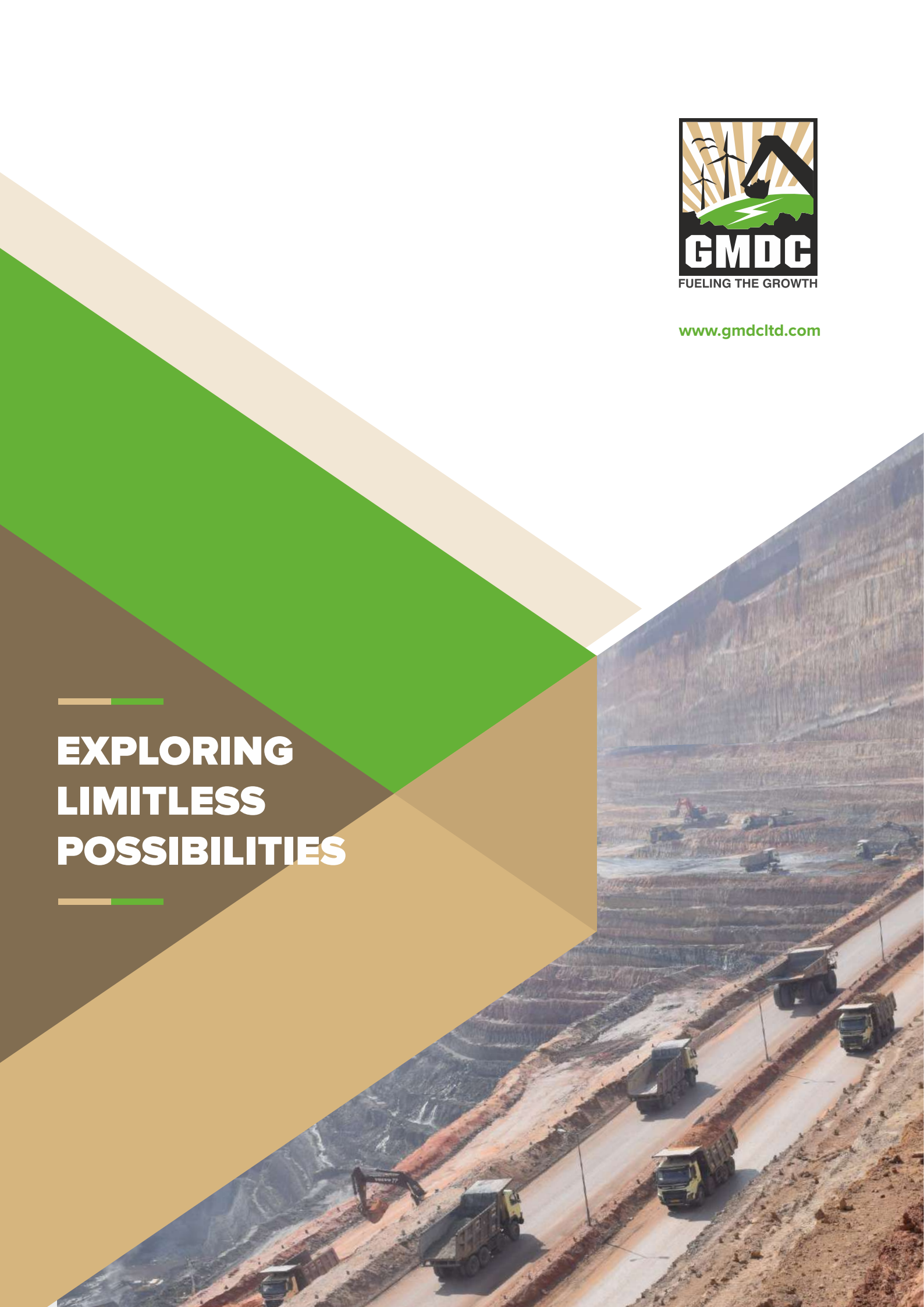




[www.gmdcltd.com](http://www.gmdcltd.com)

**EXPLORING  
LIMITLESS  
POSSIBILITIES**





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



**e-Tender  
for  
Mechanized Mining, Crushing, Screening, Sorting, Grading  
and Stacking of Various Grades of Bauxite  
through  
MINING CONTRACTOR  
at  
Bauxite Project Mevasa**

**Dist - Devbhumi Dwarka, State - Gujarat**

**(e-Tender No. GMDC/Tech-I/BX/MW/03/2025-26)**

**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED**

CIN No. L14100GJ1963SGC001206

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

Phone : 079 – 2791 2747 / 2791 1151 / 2791 1662 / 2791 3200

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



## NOTICE INVITING TENDER

### **Tender No: (e-Tender No. GMDC/Tech-I/BX/MW/03/2025-26)**

e-Tenders are invited by GMDC for **Mechanized Mining, Crushing\*, Screening\*, Sorting, Grading, Transportation, Stacking of various grades of bauxite** given below with regards to Bauxite Project Mevasa, Project – Bhatia, Dist-Devbhumi Dwarka, Gujarat State.

*\*Note: The Contractor is required to provide Price Bid for Mechanized Mining Component with Mechanized Crushing and Screening under **PRICE BID**. The Contractor is supposed to follow either Mechanized Crushing and Screening or Manual Crushing and Screening as per the guidelines of GMDC.*



## Table of Contents

<b>Table of Contents</b> .....	<b>3</b>
<b>1. Bid Data Sheet</b> .....	<b>4</b>
<b>2. Bidding Schedule</b> .....	<b>6</b>
<b>3. Disclaimer</b> .....	<b>8</b>
<b>4. List of Abbreviations</b> .....	<b>9</b>
<b>5. Definitions &amp; Interpretations</b> .....	<b>10</b>
<b>6. Brief Introduction</b> .....	<b>13</b>
<b>7. Instruction to Bidders</b> .....	<b>16</b>
<b>8. Qualifying Criteria</b> .....	<b>23</b>
<b>9. Mining Scheme</b> .....	<b>27</b>
<b>10. Terms and Conditions of the Tender</b> .....	<b>38</b>
<b>11. Bid Forms &amp; Annexures</b> .....	<b>61</b>



## 1. Bid Data Sheet

Project	Bauxite Project Mevasa, Dist- Devbhumi Dwarka, Gujarat State
Brief Description & Item wise Quantities	<p>1. <b>Mining Contract</b> involving Overburden removal, Excavation and/or Loading of Bauxite from mines face and ancillary activities. The production capacity is specified below:</p> <p>(a) <b>Based on Current Environmental Clearance (EC) Capacity = 0.125 MMTPA</b></p> <p>(b) <b>Based on Application Submitted for the Revision of Environmental Clearance (EC) Capacity = 0.250 MMTPA</b></p> <p>2. Crushing, Screening, Sorting, Grading, Transportation, and Stacking of various grades of bauxite.</p> <p><i>Above quantities are tentative and indicative only and may vary at the time of execution of actual work. Till the EC is received for 0.250 MMTPA, the contractor shall execute the operations as per the quantity based on current EC, i.e. 0.125 MMTPA.</i></p>
Period of contract	5 years i.e. 60 months. The period may increase or decrease depending upon commencement of the work as decided by GMDC. If mineral reserves are available, then the extension of contract for a period of 2 years (24 months) may be considered subject to performance of successful bidder and approval from GMDC competent authority.
Site Visit	Bidder is advised to visit site / mines as per clause 7.3 of Chapter 7
EMD	<ul style="list-style-type: none"> <li>• <b>INR 34,83,000</b> (INR Thirty-Four Lakhs Eighty-Three Thousand only) (excluding GST)</li> <li>• In form of DD in favor of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) <b>(Listed at Annexure-I)</b> or</li> <li>• Fixed Deposit from Banks approved by Govt. of Gujarat (except Co-operative Bank) duly lien/pledged in favor of GMDC for a period of not less than 10 (ten) months from the date of publication of NIT and shall be renewed from time to time in case of requirement or</li> <li>• A Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) <b>(Listed at Annexure-I)</b>. in the form and manner acceptable to GMDC It should be valid for a period of not less than 10 (ten) months from the date of publication of NIT</li> </ul> <p><b>Note: Compulsory e-Bank Guarantee Confirmation through SFMS procedure under below mentioned bank details:</b></p> <p><b>Bank Code: IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.</b></p>



	<p>Or</p> <ul style="list-style-type: none"> <li>• Payment through Digital Mode. If payment is made through Digital Mode, kindly submit the receipt of the same in the attached documents. RTGS details for payment ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379 IFSC: ICIC0000024</li> <li>• GMDC reserves the right to accept EMD/SD as per the acceptable mode. Change in constitution of Bank or change in Govt. directives, the bidder may be required to submit the EMD/SD in the format and manner acceptable to GMDC. Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.</li> </ul>
<p>Cost of tender documents</p>	<p>INR 15,000/- plus GST @18% aggregating to INR 17,700/- payable through Digital Mode/ by Demand Draft from banks approved by Govt. of Gujarat from time to time. Please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for payment</p> <p><b>ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379</b> <b>IFSC: ICIC0000024</b></p> <p>Relaxation in terms of submission of Tender Purchase Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.</p>
<p>Availability Tender Document</p>	<p>On web site <a href="http://www.gmdcltd.com">www.gmdcltd.com</a>, <a href="https://gmdctender.nprocure.com">https://gmdctender.nprocure.com</a></p>



## 2. Bidding Schedule

Sl. No.	Event	Date (Tentative)
1	Publication of advertisement in newspapers (in English & Gujarati) and uploading of NIT on GDMC website and (n)Procure portal	18 October 2025
2	Date of issue of Tender Documents	18 October 2025
5	Last date for receipt of pre-bid queries (queries to be submitted by bidder to GMDC through emails <a href="mailto:sgm.metal.co@gmdcltd.com">sgm.metal.co@gmdcltd.com</a> Last date to conduct Site Visit	10 November 2025
6	Pre-bid meeting (At GMDC Corporate Office, Ahmedabad (Interested Bidders, who have purchased Tender document will only be allowed to attend pre-bid meeting. Maximum two members per bidder may be allowed.)	12 November 2025
7	Last date and time for submission of Technical Proposal in hard copies at the provided address and online submission of Financial Proposal at the online portal	28 November 2025 at 16:00 Hrs
8	Opening of Technical Proposals and envelopes submitted by bidders - containing the original documents related to bid submission (in presence of bidders who choose to attend)	28 November 2025 at 17:00 Hrs
9	Opening of Price Bid of the Eligible Bidders	To be intimated later to Eligible Bidders
10	Intimation to the L1 Bidder	To be intimated later to Qualified Bidders
11	Discussion with L1 Bidder	To be intimated later
12	Finalization of Selected Bidder	To be intimated later
13	Issue of Letter of Intent (LoI)	To be intimated later



GMDC reserves absolute right/discretion to accept and/or reject any or all the bids received or invite fresh bid at any stage.

1. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender shall not be entertained and will be liable for outright rejection.
2. GMDC may issue amendments/corrigendum in the tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the tender on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid.
3. GMDC reserves the rights to modify or alter any condition of the tender.
4. The Bidders are advised to submit their bids online on <https://gmdctender.nprocure.com>.
5. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, tender processing fees, EMD amount etc. shall not be considered as bid Submitted and same will be returned to Bidder without opening the same. GMDC reserves the right to take suitable decision as deemed fit.

Interested bidders may download the Tender from website: <https://gmdctender.nprocure.com> & [www.gmdcltd.com](http://www.gmdcltd.com).



Sr. General Manager (Tech-1),

GUJARAT MINERAL DEVELOPMENT CORP. LTD.

(A Govt. of Gujarat Enterprise) CIN: L14100GJ1963SGC001206

KHANIJBHAVAN, 132' RING ROAD, UNIVERSITY GROUND, VASTRAPUR, AHMEDABAD – 52

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### 3. Disclaimer

- 3.1 This Tender document along with its Annexure and Schedule is not transferrable to any third party.
- 3.2 This document is not an agreement or an offer by Gujarat Mineral Development Corporation Ltd. (GMDC) to Bidders or any third party. The purpose of this document is to provide information to interested parties to facilitate the formulation of their Proposal for qualification and price bid. This document does not constitute and will not be deemed to constitute, any commitment on the part of GMDC. Furthermore, this document confers neither any right nor expectation on any party contemplated.
- 3.3 This document does not purport to contain all the information required by the Bidder. The Tender document may not be appropriate for all persons, and it is not possible for GMDC to consider the needs of each party who uses or reads this document. The concerned parties should conduct their own investigations and analysis and should verify the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources.
- 3.4 Neither GMDC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability, or completeness of the information in this document.
- 3.5 Neither GMDC nor its employees or consultants shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of GMDC or its employees, any consultants or otherwise arising in any way from the selection process.
- 3.6 The bidder should confirm that the Tender document issued by GMDC is complete in all respects. In the event that the Tender document or any part thereof is mutilated or missing, the Bidder must notify GMDC immediately at the following address:
- Sr. General Manager (Tech-1)**  
**Gujarat Mineral Development Corporation Ltd**  
**7th Floor, Wing A, "Khanij Bhavan",**  
**132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad-52, Gujarat.**  
**Phone: 079 27910326, 27913200, 27911151**  
**Email: [sgm.metal.co@gmdcltd.com](mailto:sgm.metal.co@gmdcltd.com)**  
**GMDC's website: <http://www.gmdcltd.com>**
- 3.7 The Tender document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the party to whom it is issued.
- 3.8 GMDC reserves the right to change, modify, add, alter the Tender document or cancel the Bidding Process without assigning any reasons thereof, at any stage during the Bidding Process. The Bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Proposal liable for rejection by GMDC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of GMDC with respect to this document. It is clarified that GMDC would not entertain any request for change in the Tender documents where such change relates to a particular stage of the Bidding Process where the process has already been concluded/such even has passed. Further it is clarified that no changes in the bid process would be made/ entertained after submission of bids.
- 3.9 The Bidder shall not make any public announcements with respect to this Bidding Process or this document. Any public announcements to be made with respect to this Bidding Process or the Tender document shall be made exclusively by GMDC. Any breach by the Bidder of this Section shall be deemed to be non-compliance with the terms and conditions of this document and shall render the proposal of qualification liable for rejection. GMDC's decision in this regard shall be final and binding upon the Bidder.
- 3.10 It is clarified that provisions of Section 3.7, 3.8 and 3.9 shall not apply to information relating to this document already available in the public domain prior to the issue of this Tender document.
- 3.11 The Bidder shall bear all costs associated with the preparation and submission of the Technical Proposal and Financial Proposal. GMDC and their consultants shall not, under any circumstances, be responsible or liable for any such costs.



## 4. List of Abbreviations

COD	Commercial Operation Date
Crore	Ten Million OR 10,000,000
G.S.	Gujarat State
GMDC	Gujarat Mineral Development Corporation Ltd.
FY	Financial Year
FPO	Final Price Offer
IPO	Initial Price Offer
JV	Joint Venture
Lakh	Hundred Thousand OR 100,000
Lol	Letter of Intent
Mtr	Meter
MoU	Memorandum of Understanding
MTPA	Metric Tonnes Per Annum
MMPA	Million Metric Tonnes Per Annum
NIT	Notice Inviting Tender
No. or No	Number
OB	Overburden
POA	Power of Attorney
Rs. or INR	Indian Rupees
Tel.	Telephone
MnT	Million Metric Tonne
Mn CuM	Million Cubic Meter
MT	Metric Tonne



## 5. Definitions & Interpretations

### Definitions

**Accounting Year:** Accounting Years shall mean the Financial Year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year, provided that, the first Accounting Year shall commence from the Appointed Date and end on the thirty-first day of March of the current/next calendar year and the last Accounting Year shall commence on the first day of April immediately preceding the Transfer Date occurs and shall end on the Transfer Date. If there is any change in the definition of Financial Year in the Companies Act, 2013 or amendment thereof, the same shall be applicable for the definition of Accounting Year under the Tender document.

**Affiliate:** Affiliate means, (i) with respect to any Party other than a natural person, any other Person who holds or in which such Party holds 50% or more of the paid-up share capital, directly or indirectly, or is controlling, controlled by or under common control with such Party; (ii) in the case of any Party that is a natural person, any other Person who is a relative of such Party as per the provisions of the Applicable Laws. For the purposes of this definition, the term “control” (including with correlative meaning, the terms “controlled by” and “under common control” with) as applied to any Party, (i) means the (a) ownership or possession, directly or indirectly, of more than one half of the voting power of an enterprise, or (b) control of the composition of the board of directors in the case of a company or of the composition of the corresponding governing body in case of any other enterprise, or (c) a substantial interest in voting power and the power to direct, by statute or agreement, the financial and/or operating policies of the Person; and (ii) shall include the ownership or possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person whether through ownership of voting securities or otherwise.

**Applicable Laws:** Applicable Laws shall mean all laws, brought into force and effect by Government of India or the Government of Gujarat or local body, including rules, regulations, ordinances and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record or government authority, applicable to this Bidding Process and Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Bidding Process and Agreement.

**Associate:** Associate shall have the meaning ascribed to it in Section 2(6) of the Companies Act, 2013.

**Authorized Representative / Authorized Signatory:** Each Bidder shall designate maximum of two person(s) authorized to represent the Bidder in all matters pertaining to its Proposal. In case of Bidding Consortium, Lead Member will appoint all the Authorized Representatives. Such person(s) shall constitute the Authorized Representative /Authorized Signatory of the Bidder. The Authorized Representative /Authorized Signatory should hold the power of authority authorizing him/her to perform all tasks including but not limited to sign and submit the proposal; to participate in all stages of the Bidding Process; to correspond for and on behalf of the Bidder, and to execute the agreement and any other documents required to give effect to the outcome of the Bidding Process. In case of Bidding firm is a Consortium, then all Consortium Members should authorize the Lead Member as per the terms as above by furnishing the Power of Attorney in favor of the Lead Member as per the format provided in the Tender Document. The original power of attorney, duly notarized, in favor of the Authorized Representative and Signatory shall be enclosed by the Bidder along with the covering letter. Further, it is clarified that any one Authorized Signatory can also bind the Bidder on all matters i.e., even if one Authorized Representative signs/agrees on any matter with GMDC, same shall be binding on the Bidder. No change in the Authorized Representative would be made by the Bidder without the prior written consent of the GMDC.

**Bank:** Any bank approved by Govt. of Gujarat from time to time except co-operative bank (**Listed in Annexure-I**)

**Bauxite Ore:** Bauxite is a sedimentary rock with a relatively high aluminium content. It is the world's main source of aluminium and gallium. Bauxite consists mostly of the aluminium minerals gibbsite (Al(OH)<sub>3</sub>), boehmite (γ-AlO(OH)) and diaspore (α-AlO(OH)), mixed with the two iron oxides goethite (FeO(OH)) and haematite (Fe<sub>2</sub>O<sub>3</sub>), the aluminium clay mineral kaolinite (Al<sub>2</sub>Si<sub>2</sub>O<sub>5</sub>(OH)<sub>4</sub>) and small amounts of anatase (TiO<sub>2</sub>) and ilmenite (FeTiO<sub>3</sub> or FeO.TiO<sub>2</sub>). Bauxite appears dull in luster and is reddish-brown, white, or tan. Bauxite is formed by the natural process of weathering under special conditions known as laterization from various rock types, such as trap, limestone, granite, gneisses etc. In Saurashtra region, it is stated that the bauxite is formed due to the in-situ alteration of Deccan traps.

**Bidder:** Bidder shall mean any bidding company, individual, proprietorship firm, and partnership firm OR Consortium of two legally registered members.

**Bidding Company:** Bidding Company shall mean the single registered company under Indian Companies Act 1956 or 2013 in India that has submitted its Proposal in response to this Tender document.



**Bidding Consortium:** Bidding Consortium means a group of not more than 2 (two) companies / individuals / proprietorship firms / partnership firms that has jointly submitted their Proposal in response to this Tender document.

**Bidding Process:** The procedural activities formed under this Tender document for selection of the contractor shall be referred to as the Bidding Process comprising of various stages.

**Bid Submission Date:** The last date for submission of Bid as specified in Section 2, Bidding Schedule.

**Bidding Schedule:** Tentative schedule or timelines for events/ activities forming part of the Bidding Process as specified in Section 2. GMDC shall have the right to extend/modify any of these timelines at its sole discretion.

**Control:** Control shall have the meaning ascribed to it in Section 2(27) of the Companies Act, 2013 and the word controlling shall be construed accordingly.

**Consortium Member:** Consortium Member shall refer to each member of the Bidding Consortium.

**Contractor/appointed contractor/successful bidder:** For the purpose of this tender, Contractor means the entity that emerges as the lowest bidder i.e. L1 in the entire tendering process and the entity to whom the work is awarded for carrying out the work under this Tender.

**Contract, Contract Agreement/Agreement:** shall mean the agreement between GMDC and the Contractor for execution of work/s. The agreement document shall mean collectively Notice Inviting Tender, tender document, corrigenda if any, plans and agreed variations (if any). Detailed Letter of Intent and other documents constituting the bid and acceptance thereof.

**Completion Certificate/ Final Certificate** shall mean the certificate to be issued by the GMDC when the work/s has been completed to his satisfaction as per terms of the contract.

**Eligible Bidder:** Eligible Bidder shall have the meaning as defined in the Section 7.

**Financial Year:** Financial Year shall have the meaning ascribed to it in Companies Act, 2013.

**Holding Company:** Holding Company shall have the meaning ascribed to it in Section 2(46) of the Companies Act, 2013.

**L1 Bidder:** L1 Bidder shall be the Bidder determined/ arrived as prescribed under Section 7.

**Letter of Intent (Lol):** Letter of Intent (Lol) shall mean the letter issued by GMDC to the Selected Bidder as defined in Section 7.

**Material Misrepresentation:** Material Misrepresentation is the act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of, a contract, deal, or transaction.

**Mine:** Mine shall mean the mines as per **Cl. 6.4**, confirming to the provisions of Mines Act, 1952.

**Net worth:** Net worth shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013. Net worth will be calculated in compliance with Indian Accounting Standard.

**Overburden (OB):** The tertiary sediments/ materials lying from the surface level to the first layer of bauxite ore in the proposed area is termed as Overburden (OB). For the purpose of the tender, the OB materials chiefly constitute topsoil, silica sand, limestone, sandstone, clay, hard compact clay, hard strata, shale or any rehandling material etc.

**Preferred Bidder:** Preferred bidder is the bidder who has quoted the lowest price offer under the Price Bid.

**Proposal or Bid:** Proposal or Bid shall mean the submission of the following by a Bidder pursuant to this Tender document:

Technical Proposal consisting of Qualification Proposal along with any additional information/clarification; and Financial Proposal or Price Bid on the online portal.

**Promoter:** Promoter shall have the meaning ascribed to it in Section 2(69) of the Companies Act, 2013.

**Qualified Bidder:** Qualified Bidder are the Bidders who are qualified after technical and financial valuation and shall have the meaning as defined in the Section 8.

**Section:** Section means a Section in the tender document.

**Selected Bidder:** Selected Bidder shall mean the Bidder selected through this Bidding Process after due processes/discussions/approvals.

**Site:** Site shall mean the sites/ mines as per **Cl. 6.4**.

**Subsidiary Company/Subsidiary:** Subsidiary Company/Subsidiary shall have the meaning ascribed to it in Section 2(87) of the Companies Act, 2013.

**Turnover:** Turnover shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

**"Ton" or "Tonne" or "tonne"** shall mean a metric tonne (1,000 kilogram);



All other capitalized words not defined herein shall have the meaning ascribed to them in the tender document. Terms and expressions not defined anywhere in the Tender documents shall have the meaning as are assigned to them in Indian Contract Act, 1872, Companies Act, 2013 (further amendments, if any) and the General Clauses Act, 1897.

## **Rules of Construction or Interpretation**

- i. A reference to this Tender document includes all Sections, Clauses, Annexure, Schedules, Attachment, or paragraph of this Document.
- ii. Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.
- iii. The titles or headings in this Tender document are for convenience and easy reference only and shall not be taken into account for the purpose of construction or interpretation of this Tender document.
- iv. Any reference to “person” shall include companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.
- v. A reference to any gender includes the other gender.
- vi. A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision.
- vii. The metric system of measurement shall be used for the purpose of submitting this offer.
- viii. A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns.
- ix. Unless otherwise specified, a reference to a Section, Clause, Annexure, Schedule, Attachment, or paragraph is a reference to a Section, Clause, Annexure, and Schedule, Attachment or paragraph of this Document.
- x. A reference to Rs, INR or Rupees is to the lawful currency of Republic of India unless specified otherwise.
- xi. A reference to an agreement, deed, instrument, or other document includes the same as amended, novated, supplemented, varied, or replaced from time to time.
- xii. The terms “include” and “including” shall be deemed to be suffixed with the words “without limitations”, whether or not so followed.
- xiii. The expression "writing" or "written" shall include communications by electronic mail and/or letter.
- xiv. The expression “day” shall refer to a calendar day.
- xv. The requirement of consent of GMDC wherever appearing in the Tender document shall always mean the prior written consent of GMDC.

## **Governing Law and Jurisdiction of Courts**

This Tender document and Bidding Process shall be governed by and construed in accordance with Applicable Laws in force in India. The courts at Ahmedabad (Gujarat, India) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Tender document and Bidding Process.



## 6. Brief Introduction

### 6.1 About GMDC:

Gujarat Mineral Development Corporation Ltd. (GMDC), a Government of Gujarat Company, is a pioneer institution in the field of mining for more than six 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 various districts of the state including Kutch, Jamnagar, Bhavnagar, Chhota Udepur, Baroda, Surat and Banaskantha. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica Sand and Manganese. GMDC has also set up a 250 MW Lignite based thermal power station at Nanichher in Kutch, wind power of 200.9 MW at Maliya, Jodiya, Godsar, Bada, Varvala, Bhanvad, Rojmal and solar power plant of 5 MW at Panandhro Project. GMDC is operating Lignite mines at Mata No Madh and Umarsar in Kutch, Rajparda in Chhota Udepur district, Tadkeshwar in Surat district and Surkha (N) in Bhavnagar district. In addition, GMDC has won two coal blocks in Odisha with a combined capacity of 21 MTPA in the coal block auction. GMDC has a group of operational bauxite mines at Gadhsisa in addition to the bauxite mine at Mevasa.

### 6.2 Location:

Bauxite Project office is located at village Mevasa, Taluka: Kalyanpur, Dist: Devbhumi Dwarka and Bauxite Mine are at locations with approximate distance of 1 km from Mevasa Village and Approx 20 KM from Bhatia Village. Mevasa is approachable by road from District Headquarter Jam-khambaliya, Town of Bhatia and Devbhumi Dwarika. Nearest Airport is Jamnagar and railway station is at Bhatia.

### 6.3 Geology

The Overburden consists of hard and soft rock, soil and murram. Bauxite occurs as hard and soft rock associated with clays etc. The deposits are heterogeneous in nature. It is expected that successful bidder shall use due diligence and take proper care for mineral conservation & scientific mining.

### 6.4 Current Status:

GMDC recently undertook a rebranding initiative to shift from branding bauxite as Plant Grade (PG) or Non-Plant Grade (NPG) to market-based branding under which 8 different grades of bauxite are defined based on Al<sub>2</sub>O<sub>3</sub>, SiO<sub>2</sub> and Fe<sub>2</sub>O<sub>3</sub> content. There were various challenges with respect to initial branding of bauxite as PG-NPG grade, such as:

1. PG-NPG nomenclature was not clearly understood by the market and especially by new potential customers
2. Untapped potential to extract differential pricing wide range of Al<sub>2</sub>O<sub>3</sub> sold at one price
3. Difficult to control quality as contractor inclined to produce bauxite with low Al<sub>2</sub>O<sub>3</sub> content of 40%
4. Gradation based only on Al<sub>2</sub>O<sub>3</sub>%, other quality parameters like Fe and Si not considered

**Table 1: New Grades of Bauxite Ore based on Al<sub>2</sub>O<sub>3</sub>, SiO<sub>2</sub> & Fe<sub>2</sub>O<sub>3</sub>**

Brand/ Grade	Al <sub>2</sub> O <sub>3</sub> (%)	SiO <sub>2</sub> (%)	Fe <sub>2</sub> O <sub>3</sub> (%)
High grade (HG) – Premium	>= 52	-	-
High grade (HG) – Basic	48 – 52	-	<=8
Medium grade (MG)– Premium	44 -52	<=6	>8
Medium grade (MG)– Basic	44 – 52	>6	>8
Low grade (LG)	< 44		<30
Low grade (LG) – High Ferric	<44		>30
Dust – High grade	>= 50		
Dust – Low grade	<50		

Current reserves: 37.08 Lac MT

Current EC: 1.25 Lac MT per annum



EC Revision (awaited): 2.5 Lac MT per Annum (Mine Plan Approved)

**5. It has been proposed to appoint contractor for the work of:**

- A. Mining Contract involving Overburden removal, Excavation and/or Loading of Bauxite from mines face and ancillary activities.

**Bauxite Excavation & Loading (Lac ton per annum): 2.5**

- B. Mechanized/Manual Crushing and Screening, Sorting, Grading, Transportation, Stacking of various grades of bauxite.

**6.5 Method of mining:**

Removal of overburden as well as mining of bauxite shall be carried out by successful bidder/ Mining Contractor in a systematic manner by mechanized method and/or by employing mechanical means i.e., shovel-dumper combination with ancillary equipment such as Rock Breaker, Crusher with Screening, dozer, motor grader loader, water sprinkler etc. 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/ equipment's as instructed/desired by General Manager (Project) / Mines Manager (as per requirement of statutory authority). No other machineries/ equipment's / technology shall be allowed under any circumstances for mining, breaking, crushing, screening, sorting, grading, stacking of bauxite.

The above is the illustrative statute and are not exhaustive, the successful bidder/ mining contractor shall follow all statute and its amendments applicable time to time.

**6.6 Description of the work:**

The scope of the Mining Contract shall include mechanized mining, stacking of ore, dumping of overburden and any other ancillary activities such as Crushing, Screening, Sorting, Grading and Stacking of various grades of bauxite (as mentioned in table 1), required to ensure progressive development and operation of the Bauxite Project Mevasa.

*\*Note: The Contractor is required to quote Price Bid for Mechanized Mining Component with Mechanized Crushing and Screening and thereafter Sorting, Grading , Transportation up to the Stack and Stacking of various grades of bauxite. In case of Mechanized Mining Component with Manual Crushing and Screening and thereafter Sorting, Grading , Transportation up to the Stack and Stacking of various grades of bauxite , a 5% reduction shall be considered on quoted price bid under **PRICE BID FORM – AA**. The Contractor shall follow either Mechanized Crushing and Screening or Manual Crushing and Screening as per the guidelines of GMDC.*

**6.7 Quantities**

Quantities of Bauxite ore mining work to be executed as follows:

**Table 2: Quantity details**

Particulars	Total Bauxite ore to be mined per year (as per Table 1)	Total Bauxite ore to be mined in 5 Years
Total Bauxite	2.5 Lac Tons	12.5 Lac Tons

**Note:**

- i. The information provided above is estimate as per approved mine plan of Bauxite Mines.
- ii. The current EC permit for the project is 1.25 Lac Tons per Year, and subsequently an approval for 2.5 Lac Tons per Year is awaited.
- iii. The Mine Plan for 2.5 Lac Tons per year has been approved.
- iv. Until the EC is received for 2.5 Lac Tons, the contractor shall consider the current EC permit of 1.25 Lac Tons per annum as the quantity.
- v. In case of any increase or decrease in the available quantity of bauxite, decision of the GMDC regarding quantity of bauxite finalized shall be binding to the contractor.



## 6.8 Duration of Work:

The period of the contract will be of 5 years i.e. 60 months. The period may increase or decrease depending upon commencement of the work as decided by GMDC. If mineral reserves are available, then the extension of contract for a period of two years (24 months) may be considered subject to performance of successful bidder and approval from GMDC competent authority.

**6.9 “Monthly Schedule”** means the schedules which will be provided by the Project Authority to the contractor as per the provisions of the contract and shall contain the details as to the month and specified quantity of Bauxite Ore, Excavation and/or Loading of Bauxite ore and other works to be carried out by the contractor as minimum quantity in the respective month. The removal of overburden, Excavation, and Loading of Bauxite ore and other works should be as per production schedule or the purpose of the contract. Contractor will build up a stock of bauxite ore as per requirement and as directed by the Project authority at stack yard and cover it by silpaulin sheets before the onset of monsoon. Location of the stack yard will be decided by the Project authority.

**6.10** Project authority would provide total monthly as well as yearly targeted quantity of OB removal, Excavation and/or Loading of Bauxite ore and other works along with minimum quantity specified in the monthly schedule. The Contractor is expected to work for fulfillment of the total monthly as well as yearly targeted quantity as its fundamental obligations. The Contractor shall strictly adhere to the obligation of regular OB removal. Project authority would monitor the Excavation and/or Loading of Bauxite ore and other works as per the schedule provided to the Contractor.

**6.11** Project authority shall provide monthly schedule for over burden (OB) removal, Excavation & Loading of Bauxite ore, and other works. The Contractor will remove the OB quantities in such a way that quantity of Bauxite ore is always exposed as per production schedule for the purpose of the contract so that the production of bauxite ore by GMDC is not suffered and un-interrupted supply continues to the consumers.

**6.12** GMDC reserves the right to increase or decrease the contracted quantity during the contract period by giving at least 90 days prior notice in writing. The Contractor shall have to carry out the same works for the increased/decreased quantities if any at the finalized rates. In case of any increase or decrease in quantities or non-execution of works, Contractor shall not be entitled to any compensation or indemnity.



## 7. Instruction to Bidders

**7.1 Instruction to Bidders:** The bidders are advised to read carefully all the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before rendering their offer. In case of any doubt, they may seek clarification from Sr. General Manager (Tech-1) available at GMDC's head office at Ahmedabad.

### 7.2 Online Tendering

7.2.1 Tender will be available only in electronic format which bidders can download from the website [www.gmdcltd.com](http://www.gmdcltd.com) and <https://gmdctender.nprocure.com>.

7.2.2 All bids (technical and financial) should be submitted as stipulated in the tender document.

7.2.3 Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Khanij Bhavan, 132 Ft Ring Road, Vastrapur, Ahmedabad.

- A. E.M.D.
- B. Supporting Documents for Technical Bid.

7.2.4 Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.

7.2.5 All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

(n)Procure Cell  
n)Code Solutions (A Division of GNFC Ltd. )  
501, GNFC Infotower, Bodakdev,  
Ahmedabad - 380054. India  
Sales : 079- 4000 7323  
Support : 079- 4000 7300 / +91 7359 021 663  
E-mail : [nprocure@ncode.in](mailto:nprocure@ncode.in)

7.2.6 Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.

7.2.7 Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.

7.2.8 (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (N) Code solutions are fully authorized to issue digital signature certificate to contractors.

7.2.9 All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.

7.2.10 Vendor can contact GNFC Ltd. If any training is required in relation to the tender process.

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

### 7.3 Site Visit:

7.3.1 Bidders are advised to visit the site to study the actual working conditions before submission of the bid. The information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the bidders.

7.3.2 Any neglect or failure on the part of the bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rates and time in strict accordance with the contract documents. The contractor should give a declaration of site visit as per the format provided in **FORM H** of the Tender Document.



## 7.4 Mining Scheme

The detailed scope of work is described in Section 9 titled “MINING SCHEME” and also in the Section 10 titled “TERMS & CONDITIONS OF THE TENDER” of the document. Estimated quantity of bauxite of the mine may vary at the time of actual execution of the works. Depending upon local consideration, geological conditions, or requirement of GMDC, if any, it may temporarily/completely discontinue the work in any part of the area assigned to the Contractor and ask the Contractor to work in the alternative area within mining lease area for which no claim shall be entertained. MD, GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract area/conditions/quantities of the works/ extension of the contract period/allotment of additional quantities of the works/revision of the rates of the work etc., if necessary, in the interest of GMDC. The entire mine may be allotted in phase manner and not necessarily at a time before commencement of the work. The Contractors shall be required to excavate all types of strata.

Time is and shall remain the essence of the contract. The compliance with yearly schedules and specified quantities-durations therein are the prime requirement of the contract.

**7.5 The Tender Document & Evaluation:** It is a Single-stage bid evaluation system. It is mandatory that the bids are first submitted on-line at <https://gmdctender.nprocure.com> by the date and time prescribed in the tender notice. Failure to submit bid online and physical in stipulated time due to any reason whatsoever by any bidder shall not be entertained. In such circumstances, even if a bid is submitted only physically for supporting documents, EMD amount etc. shall not be considered as bid submitted and returned to bidder without opening the same. GMDC reserves the right to take suitable decision as deemed fit.

## 7.6 Selection Process:

Technical Proposal and Price Bid.

- 7.6.1 The objective of GMDC is to select a contractor through competitive bidding who has the appropriate experience in bauxite and other minerals mining operations and financial strength to ensure timely development and operations of the Bauxite Mine in accordance with the requirement of GMDC.
- 7.6.2 The Bidders are invited to submit the Proposals against this tender document.
- 7.6.3 Notwithstanding anything contained in this TENDER DOCUMENT (Tender document), the GMDC reserves the right to accept or reject any Proposal / Bid and reject all Proposals / Bids, at any time without any liability or any obligation for such acceptance, rejection and without assigning any reasons thereof.
- 7.6.4 The costs of preparing the Proposal and other requirement related to Proposal submission including visit to Bauxite Mine to be borne by Bidder itself and shall not be reimbursed in any condition.
- 7.6.5 The Bidders shall be required to submit a two-part proposal – Technical Proposal and Financial Proposal or Price Bid, as specified in this tender document. The Bidding Process for the selection of CONTRACTOR shall comprise of the following One stage (“Bidding Process”):
  - (a) Technical Proposal and Price Bid

## 7.7 Bidding Process (“Technical Proposal and Price Bid”)

The Bidder shall be required to submit following documents.

- (a) Tender Fees
  - (b) EMD.
  - (c) Technical Proposal as per the formats provided in the tender document; and
  - (d) Financial Proposal or the Price Bid as per the instruction on the online portal in accordance to the format.
- 7.7.1 Technical Proposal along with EMD, Power of Authority and Board Resolution shall be submitted at the address of Sr. General Manager (Tech-1) as mentioned in the document and Financial Proposal shall be submitted on the online portal only. The Bidder submitting the Financial Proposal/ Price Proposal in Physical Form or as part of Technical Proposal shall be rejected outrightly. One authorized representative of the bidder may be allowed at the time of opening of Technical proposals.



7.7.2 For technical evaluation of the bid, the documents as listed below shall be submitted. This will include the documents required to be submitted in support of experience, financial position, status of the bidders, machinery and equipment owned by the bidders etc. However Tender fee and EMD will be submitted in the sealed cover super-scribed "PRELIMINARY BID, TENDER NO. **GMDC/Tech-I/BS/MW/03/2025-26** and Name of work". Bidders are required to submit these documents separately at GMDC Corporate Office, Ahmedabad before the stipulated time and other documents as mentioned at Sr. No. 3 to 16 will be submitted in prescribed format as mentioned under Forms and Declaration Certificates in the Tender Document.

**Table 3: List of the Documents to be submitted online & physically:**

Sr. No.	Document	Submission
1	Tender Purchase Fee	Detail on online & Physical
2	EMD	Detail on online & Physical
3	<b>FORM-A</b> (check list of documents enclosed with tender)	Physical
4	<b>FORM-B</b> (Status of the bidder)	Physical
5	<b>FORM-C1</b> (Details of work carried out during the last seven years by the bidder)	Physical
6	<b>FORM C2</b> (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Physical
7	<b>FORM C3</b> (Details of bidder as per the format provided in Form C-3 of the Tender Document)	Physical
8	Notorized affidavit to deploy required machinery/equipment/service equipment of for fulfilling the required quantity inn <b>FORM D</b> of the tender Document.	Physical
9	CA Certificate of Net worth and Turnover as per format provided in <b>FORM E</b> of the Tender Document	Physical
10	Undertaking of Genuineness of Document as per format provided in <b>FORM F</b> of the Tender Document	Physical
11	Undertaking of Indemnity as per format provided in <b>FORM G</b> of the Tender Document.	Physical
12	Declaration of site visit as per format provided in <b>FORM H</b> of the Tender Document.	Physical
13	Declaration of unconditional offer as per format provided in <b>FORM I</b> of the Tender Document.	Physical
14	Declaration of not blacklisted as per the format provided in <b>Form J</b> of the Tender Document.	Physical
15	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document as per format provided in <b>FORM K</b> of the Tender Document.	Physical
16	Power of Attorney to sign the documents	Physical
17	Power of Attorney to Lead Member in case of Consortium	Physical
18	Joint Bidding Agreement in case of Consortium Bidder (as per the Proforma Provided in the Tender document )	Physical

7.7.3 All the queries related to document submission need to be resolved well in advance of the Bid Submission Date. Any issues of the Bidders, after submission deadline as mentioned in data sheet in Section 2, on submission of documents shall not be entertained.

## 7.8 Evaluation of Technical Proposal



- 7.8.1 The Technical Proposal shall be evaluated to ascertain compliance of the Bidder with the eligibility conditions and requirements under this Tender document. While examining the Technical Proposal, GMDC will consider that the Technical Proposal:
- is received as per the prescribed formats as given in Section 11 of this Tender document along with all required documents and information, meeting all general conditions and timelines stipulated in this Tender document;
  - is received by the Bid Submission Date including any extension thereof;
  - contains all the information (complete in all respects) as requested in this Tender document;
  - does not contain any conditions or qualification deviation;
  - only one Technical Proposal has been made by the Bidder (in case of Bidding Consortium, no Consortium Member/ its Associate/ its subsidiary /holding company or Promoter shall submit another Proposal individually or with any other Consortium). Similarly, in case of a Bidding Company, or the Promoter, Associate or Affiliate of the Bidding Company shall not submit another Proposal individually or jointly with any other Person;
  - is generally considered to be in compliance in terms of any other parameters as may be considered relevant by the GMDC;
  - The Bidder meets the Qualification requirements mentioned in Section 8 of this Tender document;
  - Non-responsiveness in any case, the GMDC has the right to reject such Proposals.
- 7.8.2 Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions in Section 8, have submitted all documents as listed in this Tender document to be provided as part of Proposal and additionally, whose Proposals meet the qualification requirements under this Tender document shall be declared as the “**Eligible Bidders**”.

## 7.9 Price Bid and Qualified Bidders

### 7.9.1 Price Bid submitted at online portal of only the Eligible Bidders shall be opened;

7.9.2 The Price Bid shall be quoted strictly in the format provided with each component of the price would be quoted considering efforts and cost of each component of the work. The manner of calculation of total cost of the work for evaluation purpose would be as provided in the format of Price Bid.

### 7.10 Evaluation of Price Bid

7.10.1 The Qualified Bidder who submits the lowest Price Bid, shall be declared as the “Preferred Bidder” or the L1 Bidder. The lower price would be calculated in the manner provided in Price Bid format.

### 7.11 Price Bid:

7.11.1 The Bidders have to carry out all these works together and will quote their rate in terms of Rupees. For tender evaluation, total amount for the works shall be determined.

7.11.2 While submitting the price bid electronically, Bidders are requested to quote their rate, for all the works which includes all related ancillary activities mentioned in scope of work, as mentioned in the Price Bid Form-AA as under.

**Table 4:**

### PRICE BID FORMAT – AA (To be submitted online)

1.Mechanized Mining Charges with Mechanized Crushing and Screening					
Sl. No	Description	Total Quantity (Metric Tons)	Unit (Metric Tons (MT))	Quoted Rate	Total Price
				Rate in INR /Unit*	Rs.
1	Mechanized Mining, Mechanized Crushing and Screening**, Sorting, Grading and Stacking of Various	12,50,000	MT	A	To be filled online only



	<b>Grades of Bauxite as per Table 1 of Section 6.4</b>			
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In case the Crushing and Screening operations have been directed by GMDC to be accomplished manually, the Contractor shall be remunerated at 95% of the rate quoted for Mechanized Mining Charges with Mechanized Crushing and Screening.

In case of ROM stacking & dispatch without the need of Mechanized or Manual Crushing and Screening, Sorting and Grading, the contractor shall be remunerated at a rate 50% of the rate quoted for “Mechanized Mining Charges with Mechanized Crushing and Screening”.

\*Rs/Unit, unit represents Metric Tons; the quoted rate is exclusive of GST but inclusive of all other applicable taxes, duties, surcharge and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC.

**\*\*Note: The Contractor is required to provide Price Bid for Mechanized Mining Component with Mechanized Crushing and Screening and thereafter Sorting, Grading, Transportation up to the Stack and Stacking of various grades of bauxite under PRICE BID FORM – AA. The Contractor shall be required to follow either Mechanized Crushing and Screening or Manual Crushing and Screening as per the guidelines of GMDC.**

The Price Bid for declaration of L1 Bidder will be calculated as under:

### PRICE BID= A

- i. The bidder quoting lowest Price Bid i.e. “A” in table placed above will be declared as L1 Bidder.
- ii. If multiple bidders quote the same Price Bid i.e. “A” in table placed above, in that case bidder with higher technical experience under Section 8.5, will be declared L1 Bidder.
- iii. L1 bidder may be called for discussion after bidding for discussion on rate quotations for **Mechanized Mining Charges with Mechanized Crushing and Screening**.
- iv. To assist in the scrutiny, evaluation and comparison of bids, GMDC may, at its discretion, seek from any or all bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid. The request for clarification and response shall be in writing or by mail, but no change in the final price or substance of the bid shall be permissible.
- v. During the currency of the Contract at any point in time GMDC decides to shift from **Mechanized Crushing and Screening to Manual Crushing and Screening** or undertake portion of work **Manual Crushing and Screening**, in such case the successful bidder will be paid a rate 5% lesser than the rate quoted under “Mechanized Mining Component with Mechanized Crushing and Screening and thereafter Sorting, Grading, Transportation up to the Stack and Stacking of various grades of bauxite”

### 7.12 Rate includes all taxes except Goods and Service Tax (GST).

- 7.12.1 The requirement of works at mentioned above in the table and its quantities are indicative only and may vary as per the actual requirement of the works and Contractor shall have to carry out the same works for the increased/decreased quantities if any at the finalized rates.
- 7.12.2 In case of any increase or decrease in quantities or non-execution of works, there shall be no compensation/adjustments to the Contractor.
- 7.12.3 Bauxite shall be mined out and loaded into dumpers of contractor itself or dumpers/trucks of another contractor. No Separate payments shall be made for Overburden Removal work for the indicated quantity in the Mine Plan. In case the OB quantity exceeds the quantity specified in the Mining Plan, the Contractor shall be paid on the same rate as Mining on ROM Basis (50% of the rate quoted/mining charges for “Mechanized Mining Component with Mechanized Crushing and Screening and thereafter Sorting, Grading, Transportation up to the Stack and Stacking of various grades of bauxite”).
- 7.12.4 The bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the tender document. Any conditional tender will not be entertained and shall be summarily rejected. Rate quoted shall remain valid for 300 days from the date of opening of the technical bid, which shall be deemed extended unconditionally for further period of 60 days, if GMDC requires it. Along with the extension of the bid validity period, the Bidder shall also extend the EMD by an equivalent period of time, failing which, the agreement to extend the bid validity period shall be invalid.
- 7.12.5 The payment for all above mentioned works shall be made on the basis of actual mined and processed quantity of bauxite as per weighment made at the weighbridges provided by GMDC for the respective work.



- 7.12.6 The GMDC shall have no liability of payment to the Contractor if the bauxite production falls below the anticipated targets given for excavation. Under any circumstances Contractor cannot seek payments for the work of removal of OB for the quantity as specified in the mining plan. In case the OB quantity exceeds the quantity specified in the mining plan, the Contractor shall be remunerated for the processing of OB at a rate equal to the rate for processing the mineral on ROM basis (i.e. 50% of the rate quoted/mining charges for “Mechanized Mining Component with Mechanized Crushing and Screening and thereafter Sorting, Grading, Transportation up to the Stack and Stacking of various grades of bauxite”)
- 7.12.7 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 on 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.
- 7.13 Goods & Service tax (GST):**
- 7.13.1 All bidders are requested to submit their GST number in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.
- 7.13.2 Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Contractor as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the contractor under the said contract subject to production of documentary proof and uploading of the invoice on GSTN portal. Contractor will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.
- 7.14 Acceptance of letter of intent and payment of security deposit:**
- 7.14.1 GMDC, on acceptance of the offer, will issue Letter of Intent to the Contractor, who will be required to confirm its acceptance of the Lol within 7 days of its receipt. If it does not accept the Lol within stipulated period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC. Contractor shall submit the Security Deposit in the manner prescribed in section 10 of the Tender Document within 15 days of submission of its acceptance of Lol. In case of failure the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.
- 7.15 Contract agreement and commencement of work:**
- 7.15.1 The Contractor, along with the payment of Security Deposit, will enter into a contract/ agreement with the GMDC on appropriate Stamp Paper (to be provided by the Contractor) in token of acceptance of the terms and conditions of the contract, within 30 days from the date of acceptance of LOI . In case of any necessity arising after executing the agreement and during the execution of the work, which requires alteration/modifications in the agreement, the same can be made after mutual understanding and consent of both the parties. The Contractor will have to start the work as per the Scope of work mentioned in the tender document within 30 days from the date of acceptance of Lol subject to all clearances from GMDC. In case of failure to commence the work within the abovementioned period after all clearances from GMDC, the contract may be terminated, at the discretion of GMDC.
- 7.15.2 The successful bidder will have to get trained the worker before deployment in mines at recognized / approved GMDC VT Centre. During the course of training, the performance of any contractor employee is found unsatisfactory then the contractor will not engage such employee in the mine. If for the purpose of special training the contractor employees will be referred to any other institution/training center, then the cost of the training shall be borne by the contractor. The Contractor shall ensure that the training of their employees is completed before commencement of the work. The medical examination of their manpower, to be deployed in the mine as per DGMS norms shall be conducted by GMDC and the cost incurred for the same shall be recovered by the Contractor(s).
- 7.16 General:**
- 7.16.1 If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the tender.
- 7.16.2 Canvassing in any FORM may lead to rejection of the offer.



- 7.16.3 Submission of false or incorrect information, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.
- 7.16.4 Bids once submitted shall not be returned and shall remain the property of the GMDC.
- 7.16.5 The contractor who has earlier been awarded contract by the GMDC or any job which they either did not accept or have abandoned, or contract has been terminated by the GMDC for breach of conditions, shall not be eligible to participate in this tender.
- 7.16.6 To assist in the scrutiny, evaluation, and comparison of bids, the GMDC may, at its discretion, seek from any or all contractors, clarification (s) on his/their Bids, including technical information, documents, and materials after the Technical Bid Opening but before opening of the Price Bid. The request for clarification and response shall be in writing or by fax or by mail, but no change in the final price or substance of the bid shall be permissible.
- 7.17 Corrigendum:**  
Corrigendum if any shall be provided to the bidders who purchases the tender document only.



## 8. Qualifying Criteria

### 8.1 Qualification Routes:

8.1.1 Bidder may participate through one of the two routes provided below. The Proposal is to be submitted by:

- (a) Route A: The Bidder who would be sole Bidder, should be a bidding company or individual, proprietorship firm or partnership firm.
- (b) Route B: Bidding Consortium, each Member of which shall be any bidding company or individual, proprietorship firm or partnership firm.

### 8.2 Route A: The Sole Bidder

8.2.1 Under Route A, the Bidder (Sole Bidder) meeting the Technical and Financial Criteria on its own, on standalone basis.

8.2.2 If the Selected Bidder is a Bidding Company, and if it forms a special purpose vehicle (SPV) to act as the contractor, it shall hold 100% of the equity in the contract throughout the Contract period. Notwithstanding the formation of the SPV, the Selected Bidder shall be jointly and severally responsible with the SPV for performance of the obligations contemplated under the Tender document.

### 8.3 Route B: Bidding Consortium

8.3.1 A Bidding Consortium shall comprise of only two members.

8.3.2 The Bidding Consortium shall comprise of a Lead member and Other Member holding minimum of 51% and 26% equity interest respectively in the Bidding Consortium.

8.3.3 In case the Bidder is a Bidding Consortium, the Proposal must be submitted in the name of the Bidding Consortium signed by the Authorized Representative of the Consortium who shall be an employee/officer of the Lead Member.

8.3.4 In case the Bidder is a Bidding Consortium, Technical Criteria and Financial Criteria can be met collectively. It is clarified that Lead Member can meet both criteria on its own as well.

8.3.5 In case the Bidder is a Bidding Consortium, the members are not allowed to take strength from their Subsidiary Company or Holding Company.

8.3.6 Any company whether by itself or through its Promoters, Affiliates, Associate and/ or its Subsidiary (ies) and/ or its Holding company (ies) cannot be a member of more than one Bidding Consortium.

8.3.7 In case the Bidder is a Bidding Consortium, each member of the Consortium should have positive Net worth as on the 31.03.2025\*.

8.3.8 In case the Bidder is a Bidding Consortium, Members will be required to furnish legally enforceable Joint Bidding Agreement/Consortium Agreement in the format as specified in Section 11 along with its Technical Proposal holding themselves jointly & severally responsible and liable to GMDC to perform all contractual obligations as per the terms and conditions of the tender document, valid for the entire Contract Period. No change in the composition of the Consortium without the prior written consent of the GMDC shall be allowed. The Lead Member of the Consortium shall be responsible for coordination of all the activities of the contract as specified in the agreement.

8.3.9 In case the Bidder is a Bidding Consortium and it takes strength of the Other Member for Technical and/or financial qualification, in accordance with the provisions of the Section 8.5 and/or Section 8.6, it shall submit legally binding undertaking supported by a board resolution at the Proposal stage from its Other Member providing Technical and/or financial qualification that all the Technical and/or financial obligations of the Bidder shall be deemed to be Technical and/or financial obligations of its Other Member, and in the event of any default or failure of the Bidding Consortium to perform the same shall be met by the Other Member. In case, Other Member is not providing Technical and/or financial support to the Bidder for the purpose of qualification, the Other Member needs to submit the board resolution confirming its participation in the Bidding Process, as Other Member as per provisions of this TENDER DOCUMENT.

8.3.10 Both the Members in the consortium shall be severally and jointly responsible for all liabilities including operational, financial, legal, environmental, and technical liabilities on behalf of the Bidding Consortium.

8.3.11 Change in the members of the Bidding Consortium shall not be permitted during the Bidding Process and throughout the Contract Period, except with the written permission from GMDC, such prior written approval of GMDC shall be issued at its sole discretion.



- 8.3.12 If the Selected Bidder is a Consortium, Consortium shall incorporate a JV company / SPV (if applicable) with each partner of the Consortium holding equity as per their proposal. The Lead Member shall hold at least 51% of the equity of the JV Company/SPV throughout the Contract Period. The Other Member shall hold at least 26% of the equity of the JV Company/SPV throughout Contract period. The JV Company/SPV/Project Company shall not undertake any other business during the Contract Period except for the execution of the project or in connection therewith.
- 8.3.13 In case of Bidding Consortium, the submission of Tender Fees and EMD can be done by any member of the Consortium.

## 8.4 Other conditions for Bidders

- 8.4.1 The Single Bidder/the Lead Member of Bidding Consortium should designate maximum two persons to represent the Bidder/Bidding Consortium in its dealings with the GMDC. The person(s) so designated shall be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into an agreement on behalf of the Bidder.
- 8.4.2 The Bidder should submit the power of attorney (s), authorizing the signatory of their Proposal to bind the Bidder, along with submission of Proposal.
- 8.4.3 In case of Bidding Consortium, no Consortium Member/ its Associate/ its subsidiary /holding company or Promoter shall submit another Proposal individually or with any other Consortium. Similarly, in case of a Bidding Company, or the Promoter, Associate or Affiliate of the Bidding Company shall not submit another Proposal individually or jointly with any other Person.
- 8.4.4 Conditional bids will be treated as non-responsive.

## 8.5 Technical Criteria:

- 8.5.1 The Bidder should have following minimum experience of having successfully completed similar works during last 7 (seven) years of continuous twelve months ending last day of month March 2025 (i.e., period from 01/04/2018 to 31/03/2025):
- (a) Three similar completed works, each having quantity of 0.100 MMTPA annually
  - or
  - (b) Two similar completed works, each having quantity of 0.125 MMTPA annually
  - or
  - (c) One similar completed work having quantity of 0.200 MMTPA annually
- 8.5.2 **Similar works** means the Bidders should have experience in successful opencast mining operations such as excavation, mining of non-coal major minerals carried out under the single Lol/Work Order/Agreement. **Year here means twelve continuous months.**
- 8.5.3 Bidder shall submit the details of work completed to clause No.1&2 of section 8.5 as per FORM C-1 and FORM C-2 as provided in the Tender Document.

### Note:

1. Separate year wise Statement of continuous twelve months experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted with the supporting certified documents.
2. Completed work means work executed during the year of twelve continuous months during the period from **01/04/2018 to 31/03/2025**.
3. Similar work means opencast mechanized mining of non-coal major minerals operations carried out under the single Lol/Work Order/Agreement. However, Work relating to mining operations executed under different Lol/Work Order/Agreement during the same year of twelve continuous months at the same mine will be considered collectively for technical qualification.
4. Experience as a Sub-Contractor shall not be considered for technical qualification.

## 8.6 Financial Criteria

- a. Bidders must have a Minimum Audited Average Turn Over of **INR 6,96,00,000 (Rs. Six Crores Ninety-Six Lakhs only)** for any three consecutive financial year starting from 2020-21 to 2024-25.



- b. Bidders must have a Minimum Net Worth of **INR 1,74,15,000 (Rs. One Crore Seventy-Four Lakhs Fifteen Thousand only)**, as on 31/03/2024 or 31/03/2025\*.

\*A certificate from Chartered Accountant regarding Financial criteria shall be submitted as per format provided in FORM E of the Tender Document.

## 8.7 Disqualification:

Even if a bidder meets the eligibility or qualification criteria, it shall be subject to disqualification if it or any of the constituent partners is found to have:

1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or;
2. Records of poor performance during the last five years, as on the date of submission of bid, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (lead partner) of JV pulling out. The bidder should submit the declaration regarding the same as per Form-J.

## 8.8 Acceptance of general terms and conditions:

- 8.8.1 The bidder should submit the declaration regarding unconditional acceptance of all the terms and conditions of the Tender document including Annexure and corrigendum if any as per FORM K provided in the Tender Document.

## 8.9 EMD:

A non-interest-bearing Earnest Money Deposit for: **INR 34,83,000** (INR Thirty-Four Lakhs Eighty-Three Thousand only) (excluding GST), shall be paid along with the tender, enclosed with Technical Tender documents in sealed cover super scribed "TECHNICAL BID", in the FORM Of Crossed Demand Draft in favor of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) or Fixed deposit receipt issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank), duly pledged to GMDC valid for a period of not less than 10 (ten) months from the date of publication of NIT or Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to the GMDC valid for a period of not less than 10 (ten) months from the date of publication of NIT or through digital payment mode. 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. List of the banks approved by Govt. of Gujarat is as per Annexure- I.

**Note: Compulsory e-Bank Guarantee Confirmation through SFMS procedure under below mentioned bank details:**

**Bank Code: IFS Code: ICIC000024 and UIC GMDC530265584 for Field 7037.Bank Name: ICICI BANK LTD.**

- 8.9.1 GMDC reserves the right to accept EMD/SD as per the acceptable mode. Change in constitution of Bank or change in Govt. directives, the bidder may be required to submit the EMD/SD in as per requirement of GMDC.
- 8.9.2 Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.
- 8.10 **Declaration:** The bidder should give a declaration that it has not enclosed any conditional offer as per the format provided in FORM I of the Tender Document.
- 8.11 **Blacklisting of the bidder:** The bidder would give a declaration as per the format provided in FORM J of the Tender Document declaring that the bidder or any member of consortium and/or its directors have



not been blacklisted, debarred, banned or put on holiday list by the Central Govt. or the State Govt. or its undertakings in preceding 3(three) years from the date of uploading of NIT. 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 EMD/SD will be forfeited.

- 8.12 Site visit certificate:** The bidder should give a declaration of site visit as per the format provided in FORM H of the Tender Document.



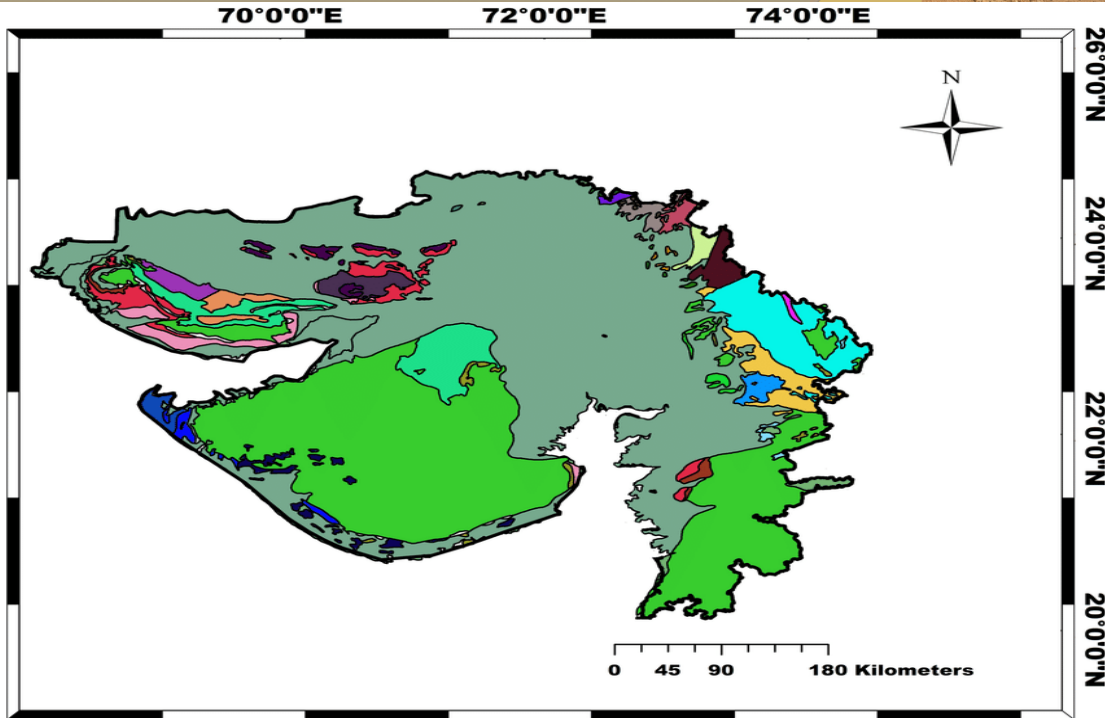
## 9. Mining Scheme

### 9.1 Exploration & Local Geology:

**Brief descriptions of Regional Geology with reference to location of lease/ applied area.**

The geological build up of the region is given in the following table:-

Age	Formations	Rock type
Recent	-----	Alluvium, diluvium
Pleistocene	----	Miliolite limestone
Pliocene	Manchar	Numulitic limestone, shale
Miocene	Gaj	Yellowish limestone and sand stone
Upper Eocene	Kirthar	Limestone and Marl
	Pre Gaj-Post Lakhi	Laterites and Bauxite
-----unconformity-----		
Lower	Laki	sand beds, Shales, sandstone
to upper Eocene	lignite	
-----unconformity-----		
Paleocene	-----	Laterite , Bauxite
----	Supra-trappean	lithomerge and ferruginous
	Formations	clays
Upper cretaceous	Deccan traps	stratified basaltic lava flows
To lower eocene		
Upper jurassic	-----	Sandstone
-----		



**EXPLANATION**

**Geology Map of Gujarat**

Sendra-Ambaji Granite and Gneiss	Udaipur Gp	Himmatnagar Fm
Deccan Traps	Undiff. fluvial/aeolian/coastal and glacial sediments	Jhuram Fms
Lunavada Gp	Undiff. Middle Jurassic Fms	Kumbalgarh Gp
Chanpaner Gp	Jumara Fms	Miliolite Limestone
Sirohi Gp	Bagh Gp	Phulad Ophiolite Complex
Jharol Gp	Lamera Fm	Malani Plutonic Suite
Gogunda Gp	Kankawati Fm	Godhra Granite
Rajpura-Dariba Gp	Dwarka bed	Erinpura Granite
Madh Fms	Gaj Fm	Lathi Fm
Berwali Fm	Fatehgarh Fm	Bhuj Fm
Tiruchirapalli Fm	Khari Fm	

**Fig.5: Regional Geological Setup of Dev-bhumi Dwarka District, Gujarat**

In the local region, bauxite deposits are widely distributed and occur as irregular pockets of variable size within a zone of laterite derived from alteration of underlying Deccan Traps of Upper Cretaceous to Lower Eocene age. Bauxite deposits occur mainly as irregular pockets of variable size within zones of laterite on gradual slopes of low-altitude hillocks and ridges. The laterite forms a continuous zone between underlying Deccan Trap basalts (Upper Cretaceous to Lower Eocene) and overlying limestone of Gaj bed of Lower Miocene age. These deposits mostly occur on gradual slopes of hills and ridges and are directly exposed on ground surface without having any alluvial or ferruginous overburden. It suggests that laterite of the area has undergone considerable erosion before the deposition of Gaj sediments. Apart from this, Bauxite also exists under the soil at much lower altitude in the bauxite mining area., such deposition of bauxite at different altitudes indicates that such areas in the geological past might have covered by the Tertiary sediments of Gaj beds. Subsequent weathering might have exposed the under lying bauxite in and around Mevasa mine lease area. The generalized bauxite section shows oolitic, pisolitic and colloform structures. Bauxite also occurs as nodular segregations in molted laterite and segregated patches in association with kaolinitic clay.

**Detailed description of geology of the lease area such as shape and size of the mineral/ ore deposit, disposition various litho-units indicating structural features if any etc.**

**Mineralogy**

Generally, Bauxite is formed by the natural process of weathering under special conditions known as laterization from various rock types, such as trap, limestone, granite, gnessis, etc. In Saurashtra region, it is



stated that the bauxite is formed due to the insitu alteration of Deccan traps. In Saurashtra region of Gujarat, bauxite deposits occur mainly as irregular pockets of variable size within zones of laterite on gradual slopes of low-altitude hillocks and ridges.

Considering the geologic setting of the deposits of Saurashtra bauxite and the views expressed by various geoscientist for the formation of bauxite, following inferences may be drawn.

The average mineral composition is as under-

Gibbsite ----- 65.6 % Quartz-----0.2% Calcite----- 1.0%  
 Boehmite----- 2.2% Goethite-----7.6% Siderite----- 0.4%  
 Diaspore----- 2.7% Hematite-----5.5% Anatose--- 3.2%  
 Kaolinite----- 7.7% dolomite----- 2.0% Alunite-----1.0%  
 The average chemical analysis (%) of Bauxite is given below:-

Al <sub>2</sub> O <sub>3</sub>	SiO <sub>2</sub>	Fe <sub>2</sub> O <sub>3</sub>	TiO <sub>2</sub>	CaO	MgO	LoI
40.48	8.60	23.35	1.64	1.76	0.21	23.77
49.09	1.58	17.55	2.86	1.54	-	26.51
59.17	0.86	2.43	4.08	0.99	-	31.52

Besides above the mineral of the grade 35% to 40% is also excavated which is mineable and saleable.

## Dip and Strike

The general strike of the formation of bauxite pockets is NEE-SWW and the dip is almost flat, horizontal and the formation is oval shaped, lifted pockets with uneven horizons at the top.

## 9.2 Scope of Work:

- 9.2.1 The mines shall be operated by mechanized mining method. It will be the mining contractor/ successful bidder's responsibility to carry out mining by mechanized mining method and deployment of all necessary equipment shall be in the scope of successful bidder. Excavation and removal of overburden/mine dust from mine pit and shift/transport up to the approximate distance of upto 500 meters to 3000 meters (within the lease boundary) from the working pit and stack on a non-mineralized area/Backfilled in mining lease, as per directions of General Manager (Project)/ Mines Manager. 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 General Manager (Project)/ Mines Manager.
- 9.2.2 The successful bidder will set up Mechanized Mining, Manual Crushing and Screening or Mechanized diesel operated track mounted mobile crushing & screening plant with hopper\* (*Mine Contractor will execute Mechanized Crushing and Screening or Manual Crushing and Screening as directed by GMDC*), feeder, conveyor etc, Sorting, Grading, Transportation, stacking of various grades of bauxite (as mentioned in table 1), if desired by GMDC, per annum bauxite ore by environmentally friendly technology at the mines site to reduce silica for improvement in quality of bauxite ore to the best possible extent.
- 9.2.3 GMDC will assist the successful bidder in obtaining all the required permission to set up the crusher and screening plant in case the successful bidder is to conduct mechanized crushing and screening, if directed by GMDC. Moreover, successful bidder shall assist GMDC wherever required to get approvals for deployment of diesel operated track mounted mobile crushing & screening plant (if required). Moreover, successful bidder shall make best efforts to adhere to the desired quality parameters. The parameters provided are to show intension of GMDC for best possible results and are for general guidance. In case due to geological formation the quality as desired are not produced, GMDC may direct to produce suitable grade as per geological formation and successful bidder shall make all efforts to produce the bauxite in such a manner that the same may meet the requirements of customers.
- 9.2.4 Mined bauxite ore shall be crushed and screened (Manual/ Mechanized), sized, sorted and stacked at the mine site permitted strictly during day hours in all working day only. The specification mentioned in table 1 is for



general guidelines and successful bidder is expected to carry out mining in such a method that bauxite ore is produced as per mentioned quality in normal condition if geology & mine plan permits. The different grades of Bauxite ore to be produced are mentioned in table 1.

- 9.2.5 Size of Bauxite ore grades proposed to be produced should be in between 10 mm to 150 mm only. If mechanized screens are used, then the screen should be two deck screen to produce 10-40mm and 40-150mm bauxite ore. The ore to the best possible extent shall be free from dust, it shall be sized, crushed, screened, sorted and stacked at the mine site in proper geometric shape (rectangular/square) in mining lease area and shall be stacked at a distance of 500 meters to 3000 meters (within the lease boundary) from the working pit on a non-mineralized area by the successful Bidder or in an area as directed by Mines Manager/ GM (P). 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 meter and Stack quantity 1000 to 5000 MT in any case. The stack of different size can be prepared only if directed by GM (P)/ GMDC in writing.
- 9.2.6 The ore should be uniformly stacked in the area designated and/or in the area as directed by General Manager (Project)/ Mines Manager. The Stacks should have proper tagging with radium stickers mentioning the grade/brand of stack as per Table 1 of section 6.4 along with Al<sub>2</sub>O<sub>3</sub>, SiO<sub>2</sub>, Fe<sub>2</sub>O<sub>3</sub> contents as %.
- 9.2.7 The successful bidder shall be incentivized for production of High grade (HG) – Premium ore as per Table 1 of Section 6.4 at a rate of 10% of the applicable mining charges over and above the applicable mining rates. The subgrade Bauxite (Low Grade, Low Grade-High Ferric as per Table 1 of Section 6.4) or Bauxite mine dust (Dust- High Grade, Dust- Low Grade as per Table 1 of Section 6.4) is required to be stacked separately. The payment for subgrade Bauxite (Low Grade, Low Grade-High Ferric as per Table 1 of Section 6.4) for grade Al<sub>2</sub>O<sub>3</sub> ≥ 40 & < 44 %, a discount of 10% on the applicable mining charges would be made, and no payment will be made for production of bauxite ore below 40% Al<sub>2</sub>O<sub>3</sub>.

For Example (Illustration Only for the understanding) - If the applicable mine charges are Rs 100/Metric Tons, in that case the Contractor will be paid as under for production of different grades of Bauxite ore:

SI No	Grade (as per Table 1 of Section 6.4)	Incentive on mining Charges	Illustration of incentives/Discounts Price (Rs. Per MT)
1	High grade (HG) – Premium	10%	110
2	High grade (HG) – Basic Medium grade (MG)– Premium, Medium grade (MG)– Basic	0%	100
3	Low grade (LG), Low grade (LG) – High Ferric (for grade Al <sub>2</sub> O <sub>3</sub> ≥ 40 & < 44 %)	-10%	90
4	Dust (up to 15% of overall production)	-75%	25
5	ROM (Run of Mine)	-50%	50

“Mining Charges/ mining charges/ Applicable Mining Charges” refers to approved rates for Mechanized Mining Component with Mechanized/Manual processing as the case may be for Crushing and Screening and thereafter Sorting, Grading, Transportation up to the Stack and Stacking of various grades of bauxite. The mining charges shall be adjusted as per the provisions of clause 10.6, clause 10.7 and 10.5.3.

- 9.2.8 For production of Bauxite mine dust (Dust- High Grade, Dust- Low Grade as per Table 1 of Section 6.4) up to an extent of 15% of overall monthly Bauxite production, the payment at the rate of 25% of applicable mining charges shall be made.



- 9.2.9 In case, the Monthly Bauxite Mine Dust production is above 15% of overall monthly Bauxite Production then the payment for the Bauxite Mine Dust produced beyond the level of 15% will not be made. For Instance for the Purpose of understanding , if total Bauxite Mine Dust production is 16% of overall monthly production of Bauxite, then the payment upto 15% of production of Bauxite Mine dust shall be made as per the provisions stated in clause 8.2.8. The Payment for additional 1% of Bauxite Mine Dust shall not be made. Whereas for the production target, the total ROM ore produced (i.e. all 16% in the above example) for which returns are filed shall be considered as production to satisfy the Environmental Clearance (EC) and Mine Plan requirements, but payment to be made for production done will be as prescribed in the tender document and provisions stated herein above.
- 9.2.10 The Mining Contractor shall have to stack High Grade Dust and the Low-Grade dust separately.
- 9.2.11 GMDC may require the successful bidder to produce emery grade (Cupola Grade, i.e. Low grade (LG) – High Ferric as per Table 1 of Section 6.4) of bauxite based on prevalent market conditions and demand of the specific grade of bauxite, the payment for the same will be done only after the said bauxite grade material is dispatched at the rate of 10% below the applicable mining charges.
- If GMDC demands for production of such grade of bauxite, all the produced material of such grade will be considered for calculation of the total ROM ore produced for which returns are filed to satisfy the statutory requirements.
- The successful bidder will also be required to maintain a buffer stock of 1500 metric tonnes of such grade if directed by Mines Manager/ General Manager (Project), in an area suggested by Mines Manager/ General Manager (Project).
- 9.2.12 Successful bidder has to carry out mechanized mining by deploying necessary equipment like Excavator, rock breaker, dumpers, etc. They shall also deploy mechanized/ manual crusher & screen for proper sizing of bauxite ore in order to reduce impurities like silica, dust, etc, as per instructions of GMDC. The equipment deployed should meet all mandatory safety features and guidelines recommended by DGMS and should not be older than 5 years since the contract start. Normally it is proposed to use Rock Breaker but in worst case, if necessity arises then only blasting will be allowed after Successful bidder submits a report substantiating the reasons for the same. Drilling/blasting shall be done as per the blast hole design approved by the Mine Manager and the team of successful bidder will assist GMDC's Mining Supervisors and Blasters in blasting of these holes as per MMR 1961 on chargeable basis. (In case of requirement of drilling/blasting, the drilling will be done by the successful bidder and the cost of explosive will be borne by the successful bidder). Blasting is normally not allowed, only in very specific case, it shall be allowed. The desired mining method in case of hard strata is through rock breaker.
- 9.2.13 Mining of bauxite in normal conditions would be permitted strictly during office working hours only preferably in day light. In case of exigency, however, the Successful bidder/ Mining contractor 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/ General Manager (Project) and bear all relevant expenses such as overtime of required GMDC personnel and all other applicable incidental expenses incurred by GMDC including arrangement of transportation facility for GMDC personnel. The decision of Sr.GM (Tech-1) will be final in this regard. GMDC reserves right to allow mining during night hours also in case of requirement by GMDC and successful bidders have to make necessary arrangement for lighting at its own expense.
- Statutory documents such as Manpower attendance, Wages Sheet and all such documents are to be submitted by Successful Bidder/ Mining Contractor to Project Authority on or before 5<sup>th</sup> of every month during the contract period. If the contractor fails to do so thereby causing delay in filing of IBM Monthly Returns, in such case any penalty or violation imposed by IBM (Indian Bureau of Mines) on GMDC will be charged on the Contractor.
- 9.2.14 Samples from different measured stacks of different grades of Bauxite mined out, crushed and screened by the Successful bidder shall be drawn by Geologist/Chemist/Sampler of GMDC in presence of the committee appointed by GMDC/GM(P) and the representative of Successful bidder before 25<sup>th</sup> of every month, for stacks produced after 25<sup>th</sup> of month the measurement shall be done in next month. The resources required for sample collection up to preparation of sample for analysis (Man, Machine for preparation of sample and Transportation up to GMDC Laboratory) will be provided by successful bidder, for analysis in GMDC /Govt. approved laboratory. Based on the result of analysis, if the material is found in accordance with specifications mentioned in Table 1, Clause 6.4 of Chapter VI, then only it would be accepted as production. In case the result of sample does not confirm to the parameters as mentioned in Table 1, Clause 6.4 of Chapter VI, then resorting shall be conducted by contractor as per the directions of General Manager (Project)/ Mines Manager and the resorted material shall be redistributed as per the grades mentioned under Table 1, Clause 6.4 of Chapter VI, for which no additional payment shall be made by GMDC and then fresh re-sampling will be done & analysis would be carried at the cost of successful bidder. The charges for



fresh analysis shall be borne by the successful bidder and if any further guideline regarding sampling issued by GMDC Management shall be binding to the successful bidder.

- 9.2.15 The quality of various grades of Bauxite mined/ crushed/ screened by the Successful bidder shall be acceptable to GMDC based on results of the analysis only as mentioned in Table 1, Clause 6.4 of Chapter VI.
- 9.2.16 The Contractor shall carry out removal of Overburden (OB), which includes all types of strata, up to all depth from the surface till bauxite ore deposit and so as to expose, excavate & load bauxite ore into dumpers/trucks of contractor, leading to stack yard from mines working face. If any geological hard strata are encountered in the OB which may not be excavated by normal excavator and requires additional effort to excavate such type of hard strata, Contractor shall deploy the equipment like Rock Breaker, Ripper Dozer etc. (if required) to break, excavate and remove the hard strata for which no payment shall be made.
- 9.2.17 Pumping and discharge of the water from mine Pit as directed by the General Manager (Project)/ Mines Manager. Mining Contractor shall install sufficient nos. of suitable pumps having sufficient capacity with all necessary accessories including pipes, cables, panels etc. to discharge the water. Installed capacity of pumping should be such that, most of the accumulated water can be pumped out during monsoon season itself except required for sprinkling purpose.
- 9.2.18 GMDC will be liable to pay charges for pumping activities conducted by successful bidder only in case of heavy rain and as directed and approved by the General Manager (Project)/ Mines Manager, if there is requirement of dewatering, and the discharge is in the pit/ outside the pit / one pit to another. The payment shall be made on the electricity/ diesel consumption which shall be derived from the user manual of the pumps. The electricity/ diesel consumption may also be validated on the basis of measurement by the flow meter which shall be provided by the contractor. Moreover, no payment will be made for the use of water for the sprinkling purpose in mine.
- 9.2.19 Successful bidder shall have to obtain required minimum Labour License from the authority concerned. Successful bidder shall ensure that the deployment is not above the permitted Labour License. Workers below 18 years are strictly not allowed in mines and Successful bidder have to submit interstate migrant worker registration certificate (if applicable), police verification certificate, IME/PME certificate, VTC before execution of work.
- 9.2.20 Dewatering of the excavation areas (working pit) by pumping out seepage or rainwater, except in case of heavy rain, shall be conducted by successful bidder as per directions of General Manager (Project)/ Mines Manager and the cost to do so shall be borne by the successful bidder. In case of need for the dewatering arise due to heavy rains then the provisions of clause 9.2.18 shall apply.
- 9.2.21 GMDC reserves the right to decrease the quantity looking to demand scenario.
- 9.2.22 The work may start in Financial Year 2025-26. Contractual years will be considered w.r.t. its date of commencement of the work.
- 9.2.23 In case of any reason due to adverse working conditions during execution of the contract which compels suspending the mining operations, GMDC shall be at liberty to conclude / postpone / complete / terminate / foreclose this contract. No compensation or payment shall be made on account of non-completion of the balance qty. work or for whole contract qty. Decision of GMDC in this regard shall be final and binding on the Contractor.
- 9.2.24 The successful bidder/ Mining Contractor shall have to follow Mines Act 1952, MMR 1961, Mines Rules 1955, Mine vocational training rule 1966, Mine Creche rule 1966, DGMS circulars issued from time to time, Explosive rule 2008, Ammonium Nitrate rule 2012, MCR 1960 and MCDR 1988, MCDR 2015, MCDR 2017, 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 or any other laws introduced by government related to mining and ancillary activities in future.
- 9.2.25 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 Sr. GM (Tech-1) as and when desired.

### **9.3 The Contractor shall carry out all related ancillary activities like:**

- 9.3.1 Breaking and removal of hard strata (if required) encountered if any in OB removal in the proposed working areas shall be required to be dealt by deploying suitable machineries like rock breaker etc. for which no additional payment shall be made.



- 9.3.2 Construction and maintenance of haul roads, ramps & footpaths and service road for light vehicles is to be done by successful bidder as per directions of General Manager (Project)/ Mines Manager. If successful bidder fails to do so, GMDC has rights to get the same done through any other agencies and total cost for these works will be charged on successful bidder.
- 9.3.3 Maintenance of separate dumps for OB and topsoil.
- 9.3.4 Dust suppression at all working places, haul roads, dumps, along the consumer truck traffic circuit, Weighbridges, mines Time Office area vehicles is to be done by successful bidder as per directions of General Manager (Project)/ Mines Manager. If successful bidder fails to do so, GMDC shall have rights to get the same done through any other agencies and total cost for these works will be recovered from RA Bills of the Contractor.
- 9.3.5 Illumination of all working places, haul roads, dumps, and other places where persons and machineries are engaged in the mines etc. if directed by the General Manager(P) / Mine Manager, as per the standard specified by DGMS Circular, MMR 1961, National safety conference or any other laws, Guideline introduced by government related to this activity in future.
- 9.3.6 Pre-monsoon preparation and dewatering of workings owing to ground water seepage and monsoon water, inclusive of arrangements for preventing inrush of surface water into the working pit / areas. For the purpose, the Contractor shall make its own arrangements for pumps, pipeline, electric cable, electric panel, and other related accessories and shall also make adequate arrangements as may be required. For the purpose of pre-monsoon preparation, separate excavator will have to be deployed so that production activities do not get disturbed. Pre-monsoon activities will have to be done within lease area even outside of contract area as per requirements. If successful bidder fails to do so, GMDC has rights to get the same done through any other agencies and total cost for these works will be charged on successful bidder.
- 9.3.7 Contractor shall be responsible for dewatering of accumulated pit water during monsoon period itself by maintaining PH of water near by 7 with appropriate method. Contractor shall prepare the sump in such a way that the quality of accumulated rainwater does not deteriorate, and the water should remain of good quality so that it can be discharged safely. The pumping station should be approachable in all weather conditions. Proper discharge of accumulated water shall be under the scope of agency by maintaining good relationship with locality. It shall be the responsibility of the Successful Bidder to resolve any kind of dispute arising with local people or villagers, and the cost of the same is to be borne by successful bidder.
- 9.3.8 Contractor shall be responsible for utilization of accumulated pit water for sprinkling etc. as per the norms.
- 9.3.9 When it is not possible to pump out the mine water by electric pumps, necessary diesel pump shall be installed to pump out the water from pockets, the cost of the same is to be borne by successful bidder.
- 9.3.10 Garland drains of adequate size shall be cut all around mine pit and dump to collect run-off rainwater and prevent entry of the same into the mine workings.
- 9.3.11 Plantation management shall be undertaken by the contractor as directed by GM Project. The contractor shall be required to deploy up to 5 NOS of workers at minimum wages for plantation. The wages shall be remunerated/ reimbursed by GMDC on prevailing applicable minimum wages/ actual wages paid to the respective personnel. The Personnel shall be included in the labour license undertaken for this project. The contractor shall also be responsible for all the statutory compliances for the aforementioned labour for the plantation.
- 9.3.12 The payment for the Manpower deployed for plantation shall be incorporated in the RA bill on man-days basis.
- 9.3.13 The material for plantation shall be provided by GMDC. The contractor shall have to deploy only manpower at the site.
- 9.3.14 The Plantation management shall include management, watering and maintenance of already present trees, as well as plantation of new trees.
- 9.3.15 As and when required, the contractor shall provide/lease out its equipment to GMDC for any work outside the SoW of this contract for a time period not exceeding 150 hours annually. The contractor shall be paid towards the fuel consumption / fuel costs as determined from Operational Manual of the respective equipment.
- 9.3.16 The payment for the fuel costs for leased equipment shall be adjusted in the RA Bill of the contractor.
- 9.3.17 Top edge of the opencast workings shall be kept fenced as per the design provided by the General Manager (Project)/ Mines Manager, the cost of the same is to be borne by successful bidder.
- 9.3.18 All activities arising for complying with various statute/laws/Mine Rules/Regulations/ DGMS Circulars & Guideline etc. including Environmental laws, GPCB Rules, Regulations & laws and if Contractor fails to do;



it will be done at risk and cost of the Contractor and expenses will be recovered from RA Bills of the Contractor.

- 9.3.19 Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, byelaws, framed there under, the following shall be within the Scope of work of Contractor
- i. Maintaining height and width of the OB and bauxite benches to safe limits as approved by DGMS and as directed by the Project authority.
  - ii. Construction of garland drains & silting pond all around the mines workings and dumps, haul roads, truck roads or any other places within lease area even outside contract area as directed by the Project authority. Cleaning of all garland drain & silting pond within lease area even outside contract area shall also be taken every year before onset of Monsoon as a monsoon preparation work.
  - iii. Contractor has to ensure for the stability of the working benches and dump benches as per the recommendations of scientific study report. In case of any failure of working benches and/or dump benches, Contractor will have to take corrective measures for the stability of the working benches and dump benches under his scope of work. Contractor will not be entitled to any cost incurred on account of re-handling/handling of OB benches/dump benches, collapsed material or on account of recovery of bauxite under such collapsed OB benches/dump benches. However, in case of any failure of working benches and/or dump benches and reasons for the same are not attributed to the contractor such as on account of geological conditions/adverse working conditions/Act of God etc. and seems justifiable for safety reason & for recovery of bauxite, the quantities of re-handling/handling of OB benches/dump benches, collapsed material may be considered as OB removal quantities up to full quantity or up to certain percentage considering swell factor as GMDC may decide on the same. MD, GMDC is authorized to take suitable decision and action in this regard.
  - iv. Certificate regarding compliance of the mine design parameter applicable from time to time shall be submitted along with every RA Bill.
- 9.3.20 The Contractor shall give full information to the GMDC in advance as to his plans for carrying out the works. If any time before the commencement or during the progress of work, any part of Contractor's plant, equipment or facilities, or any of his method of execution of the work, appears to GMDC to be unsafe or inadequate or his organization is insufficient to ensure the required quality and rate of progress of work, the Project authority may order the Contractor to improve the same for, and the Contractor shall promptly comply with such orders. Failure of the GMDC to issue such orders shall not relieve the Contractor of his obligation to secure the degree of safety, the quality of work and the rate of progress required by the Contractor for execution of his works under the contract. The Contractor shall ensure safe operation and maintenance of his machinery. They shall adhere and follow all statutory provisions.
- 9.3.21 On award of the work, the Contractor shall before the start of work, submit a detailed program of work for the first six months of his working for approval of Project authority. Thereafter, the Contractor shall submit quarterly plans at least two weeks in advance for approval of Project authority.
- 9.3.22 The Contractor shall submit a daily report of work on the following day in a Performa provided by the Project authority as GMDC implemented the ERP system. The shift wise raw data obtained through digital interventions shall also be submitted.
- 9.3.23 The Contractor shall have to manage all the activities with sufficient manpower as well as he will have to manage workshop facility for his equipment and maintain all equipment in service. Alternatively, he shall have to manage for immediate replacement.
- 9.3.24 The Contractor shall have to follow all safety norms. He shall be responsible for safety of equipment and structures and if any damages occur, he shall be responsible for repairing the damages made to the equipment and structures of GMDC and compensate for the cost of damages.
- The equipment like Dumpers, Excavator etc. deputed in mine must have safety features as per **DGMS circular no. DGMS(Tech) No. 05 of 2010** and **DGMS (Tech Cir.) No.09 of 2008** and Standard of these safety feature shall be as per **DGMS circular no. DGMS (Tech) No. 06 of 2020**. The contractor is also expected to upgrade his equipment if any DGMS Circulars, notification, guideline, any new laws, rules, regulations or any other modification is/are issued by govt. related to the same in future.
- 9.3.25 The Contractor shall have to follow the RTO rules for overloading etc. and other provision of motor vehicle Act and Rules. No overloading will be permitted.
- 9.3.26 In case, the design parameter of mine as stipulated in the document which may be required to be changed on account of safety reasons and/or as per the directions of the statutory authority and/or by management, the Contractor shall have to undertake the same without any claim whatsoever on account of such changes.



- 9.3.27 While loading, the Contractor must ensure that there shall not be any contamination to bauxite. For this purpose, Contractor should take suitable measures to avoid contamination.
- 9.3.28 GMDC shall not be made liable for any damage and /or compensation for idling of any of the equipment / and manpower for any reason whatsoever.
- 9.3.29 The equipment which is bought to the site and before putting it in to operation shall be checked and certified by Mine Manager. All the equipment being used by the contractors should meet the DGMS guidelines. The equipment which are brought to the site shall not be removed from the project without permission in writing of Project authority. GMDC reserves the right to make alteration/addition in the area for contracted quantity as above, without any compensation.

## 9.4 Quality of bauxite and sample collection and annual production target:

### 9.4.1 Bauxite Ore

- a. The Contractor shall ensure that no other material is loaded along with the bauxite into the dumpers and if such material is noticed, it will arrange for picking out of all such material from the dumpers. Consistency in quality and quantity on day-to-day basis of bauxite is to be ensured by Contractor.

### 9.4.2 Annual Production Target

Annual Production Target shall be 0.250 MMTPA of Bauxite Excavation and Loading.

- a. Under no circumstances the Successful Bidder shall be allowed to violate conditions of IBM approved Mining Plan / Mining Scheme/ Review of Mine Plan. The Successful Bidder shall not mine beyond the annual targeted quantity of Bauxite. Moreover, GMDC may ask successful bidder to decrease production if the off take of bauxite is less, scarcity of stacking space, other conditions beyond control of GMDC, etc. No compensation shall be paid to successful bidder for such stoppage. GMDC may review same and may extend time period.

If Successful Bidder violates IBM approved Mining Plan / Mining Scheme/ Review of Mine Plan, the penalties/fines imposed by IBM for any such violations will be deducted from RA Bill of the Successful Bidder.

- b. It will be the responsibility of successful bidders to properly size the bauxite ore and stack in systematic manner as per the directives of GM (P)/ Mines Manager. As mining is to be carried out as per approved mine plan it becomes utmost important to properly sort the bauxite with similar qualities.
- c. The Successful Bidder shall sort and stack Bauxite with  $\geq 52\%$   $Al_2O_3$  separately in an area as per the directives of GM (P)/ Mines Manager and shall avoid blending of  $\geq 52\%$   $Al_2O_3$  with lower grades.
- d. The prime objective is to produce Bauxite under

(A) *High Grade – Premium, High Grade – Basic, Medium Grade – Premium and Medium Grade – Basic*

as per Table 1. Looking to geology/formation, if it is not possible to mine the desired quality as mentioned above; then only Bauxite under

(B) *Low Grade, Low Grade – High Ferric, Dust – high grade, Dust – Low grade*

as per Table 1 will be allowed to mine. The same will be as per the directives of GM (P)/ Mines Manager.

During the contract period if desired bauxite ore as mentioned above (A) gets exhausted/not recovered as per assigned targets then in such case remaining targeted quantity of Bauxite (B) may be added such that total target does not exceed desired capacity. For the same GMDC project authority and GMDC Head Office will jointly constitute a committee which will explore the availability of bauxite or suitable bauxite in presence of representative of Successful bidder in the mine. If bauxite under (A) is not found then only the said remaining target quantity will be added to the targeted quantity of bauxite under (B) and no liquidated damage (LD)/penalty will be levied from successful bidder on account of non-production of bauxite under (A) as per target in such case. The total quantity of Bauxite produced should not exceed the annual targeted capacity as prescribed under the tender document, until and unless notified by GMDC in writing in compliance to target set by IBM. LD/penalty shall be levied if there is any shortfall in the revised bauxite production target. For calculation of penalty all ROM declared in the return shall be considered as production.



- e. However, the liquidated damages/penalty will be levied if the bidder failed to complete the annual target in total as stipulated in tender document or prescribed by Mines Manager/GM (P) and reasons are attributed to successful bidder.
- f. The different grades of bauxite shall be stacked separately with stack numbers and grade/brand of stack as per Table 1 of section 6.4 along with Al<sub>2</sub>O<sub>3</sub>, SiO<sub>2</sub> and Fe<sub>2</sub>O<sub>3</sub> specification along with brand name as per Table 1 with radium stickers. The total quantity of all bauxite production should not exceed the annual targeted capacity per tender document (ROM shall not exceed the target quantity as mentioned under tender document until and unless notified by GMDC in writing in compliance to Mine Plan & EC Capacity).

## 9.5 Ownership of All Excavated Material

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

## 9.6 Spillage of Overburden

The Contractor(s) shall ensure that the dumpers / haulers should not be overloaded to avoid spillage. If any spillage occurs along the haul road and unloading points the same has to be re-handled and cleaned at the cost of contractor.

## 9.7 Dump / Stack Yard Management

- 9.7.1 Dumping of overburden/waste/Bauxite dust/Bauxite rejects material shall be done at the place as directed by the General Manager (Project)/ Mines Manager (which is as per approved Mining Plan / Mining Scheme/ Review of Mine Plan) within a distance of 500 meters to 3000 meters (within the lease boundary).
- 9.7.2 The quantity of the overburden specified in the approved Mine Plan FY2025-26 to FY2029-30 is 59,308 MT for five years. In case of any change or modification in the Mine Plan, the revised quantity shall be considered and the Contractor shall be bound to adhere to the revised quantity.
- 9.7.3 The topsoil and other economical minerals shall be stacked separately at the area as directed by the General Manager (Project)/Mines Manager and the topsoil shall be spread over final layer dump.
- 9.7.4 No edge dumping shall be done, and successful bidder shall arrange adequate numbers of dozers for pushing of the dumped material regularly, levelling and compaction of dumps at all lifts.
- 9.7.5 On dumps, the safety berm should be formed as per the DGMS norms, having height equivalent to half the wheel diameter of the dumpers. In any event, the berm should not be less than one meter in height.
- 9.7.6 Non-operational Dumps will be designated by a berm of at least two meter in height.
- 9.7.7 Contractor shall have to carry out the unloading of the dumpers, spreading, dozing and leveling work at the allotted dump areas. There shall be no obstacle or hindrance in the dumping work of the existing agency in case of parallel dumping by both the contractors.

## 9.8 Vehicle Parking and Standing:

For safe operation of vehicles in and around the mine, the contractor shall ensure for compliance of statutory provisions and any other special instruction/bye laws framed/given by the Project authority.

- 9.8.1 The drivers shall not park or stand vehicles in a position that will endanger other traffic in the mines premise
- 9.8.2 The drivers shall not park or stand vehicles within 30 mtr of the working area of mobile equipment or where vehicle cannot be observed.
- 9.8.3 The drivers shall not park or stand vehicles within the area of swing of the excavation machinery without first obtaining permission from the operator of excavating machine.
- 9.8.4 The drivers, before leaving parked vehicles, shall ensure that the vehicle is secured, that parking brakes have been applied and that all implements have been lowered. 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 center.
- 9.8.5 Proper Lighting arrangement shall be done as per DGMS standard.



## **9.9 Construction & maintenance of roads, footpath, service road etc.**

- 9.9.1 The contractor will be responsible for construction and maintenance of all roads of the project including haul roads, roads used for bauxite loading, service road within the mining pit and at the surface up to the dumps & up to main entry point (gate) to bauxite loading face and up to weigh bridge. Separate haul roads, having alignments and specifications approved by statute and GMDC, shall be constructed to allow uninterrupted movement of Dumpers/trucks for loading of bauxite. GMDC reserves the rights to use such roads, without any liability whatsoever, for movement of any other traffic. Moreover, separate road one for light motor vehicle and another for HEMM shall be provided and maintained.
- 9.9.2 The contractor shall make arrangements for sprinkling of water on haul roads, parking plots mining faces, dump yards, main entry point (gate) to Bauxite loading face and up to weigh bridge, service road and other working place etc., and take adequate precautions for dust suppression.
- 9.9.3 Layering of hard material available within the mines area on all haul roads including consumers truck road, service road so that it remains pliable in all seasons.

## **9.10 Fitness of heavy earth mining & transportation machinery:**

The Contractor will be required to deploy heavy earth mining & transportation machinery which are tested, found fit for roadworthy and shall have all safety features as required by DGMS. The contractor 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 Contractor 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 Contractor 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.

## **9.11 Lighting**

- 9.11.1 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 as per directions of General Manager (Project)/ Mine Manager. 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 MMR 1961, DGMS Circulars, Guideline & have to follow upcoming changes made in DGMS Circular, Norms, Guideline, New law, Reg., Circulars etc.
- 9.11.2 All the expenses for the use of electricity shall be borne by successful bidder.
- 9.11.3 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 GMDC, it will be maintained by the successful bidder, but the material, fittings and fixtures for such places will be supplied by the GMDC free of cost.
- 9.11.4 The power and light connections, wiring, equipment etc. shall be maintained by the Successful 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.
- 9.11.5 Any additions and alterations thereto shall be got approved by the Successful bidder from the General Manager (Project)/ Mines Manager and certified from Electrical Inspector from DGMS, required under law.

## **9.12 Right to review the performance:**

GMDC reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GMDC in its absolute rights and discretion may take appropriate action including termination of the contract.

## **9.13 Period of Contract**



- 9.13.1 The period of the contract will be of 5 years i.e. 60 months. The period may increase or decrease depending upon commencement of the work as decided by GMDC. If mineral reserves are available, then the extension of contract for a period of two years (24 months) may be considered subject to performance of successful bidder and approval from GMDC competent authority.
- 9.13.2 If GMDC reduces the production quantities due to any reason during the contract period, then GMDC may consider for extension of work period/contract for the balance awarded quantity subject to performance of successful bidder and approval from GMDC competent authority.
- 9.13.3 In case, the awarded quantity of the works completed before the schedule contract period, GMDC at its sole discretion either award the additional quantities of the works or conclude the contract subject to performance of successful bidder and approval from GMDC competent authority.
- 9.13.4 Managing Director GMDC reserves the rights for giving the extension of mining contract to the successful bidder up to maximum 50% of the total quantity of the contract & suitable time period.
- 9.13.5 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 30 days from the date of acceptance of Lol or at a date specified by GMDC.
- 9.13.6 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.

## 10. Terms and Conditions of the Tender

Following are the terms and conditions of the tender:

### 10.1 Earnest money deposit:

A non-interest-bearing Earnest Money Deposit for: **INR 34,83,000** (INR Thirty-Four Lakhs Eighty-Three Thousand only) (excluding GST) shall be paid along with the tender, enclosed with Technical Tender documents in sealed cover super scribed "TECHNICAL BID", in the FORM Of Account Payee Demand Draft (DD)/ Bank Guarantee in favour of "Gujarat Mineral Development Corporation Ltd." payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) or Fixed deposit receipt issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank), duly pledged to GMDC valid for a period of not less than 6 (Six) months from the date of publication of NIT or Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the corporation valid for a period of not less than 6 (Six) months from the date of publication of Tender. List of the banks approved by Govt. of Gujarat is as per **Annexure-I**.

**Note: Compulsory e-Bank Guarantee Confirmation through SFMS procedure under below mentioned bank details:**

**Bank Code: IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037.Bank Name: ICICI BANK LTD.**

GMDC reserves the right to accept EMD/SD as per the acceptable mode. Change in constitution of Bank or change in Govt. directives, the bidder may be required to submit the EMD/SD in as per requirement of GMDC.

Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.

- (A) 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.
- (B) Return of EMD:
- (a) For the Bidders who are not declared as Qualified Bidders against the qualification requirement of this tender document, EMD shall be returned by GMDC within one month of the date of declaration of Qualified Bidder subject EMD forfeiture conditions.



- (b) For the Qualified Bidders who are not declared as Selected Bidder, the EMD shall be returned by GMDC within one month from the date of acceptance of Lol by the selected bidder, subject EMD forfeiture conditions.
  - (c) For the Selected Bidder, EMD shall be returned within one month of submission of upfront part of Performance Security. The validity of the EMD shall in any event be extended till the submission of the Performance Security.
- (C) In case nonconformity, irresponsible behavior and fluctuation on the matter discussed/negotiated with the contractor regarding the contract work before issuing the Lol, the amount of the EMD paid will be forfeited and necessary further actions including Blacklisting of the contractor may be initiated as may be deemed fit by the GMDC.

## 10.2 Security deposit:

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) @ 10% of the annualized contract value in the following manner.

- 10.2.1 The Contractor shall, as a security for the performance of its obligations under the Agreement, provide to GMDC, within 30 (thirty) days of submission of its acceptance of Lol, an irrevocable, unconditional, first Crossed Demand Draft/Bank Guarantee in favour of **“Gujarat Mineral Development Corporation Ltd.”** payable at **Ahmedabad** from a Bank approved by Govt. of Gujarat (except co-operative bank) for a sum equivalent to the 5% (Five) of the annualized contract value before the commencement of the contract work, substantially in the format provided by GMDC; shall be provided by the Contractor to GMDC in accordance with the following requirements and for the values set out below:
  - a) For avoidance of any doubt, the value of Security Deposit shall not be reduced any time in the Contract Period.
  - b) The Security Deposit shall be maintained and kept valid and effective and in full force until the date that occurs 180 (one hundred eighty) days after the expiry of the Contract Period.
- 10.2.2 The Contractor shall keep the bank guarantee form of Security Deposit valid, effective and in full force for such value as is required to be maintained in accordance with Clause (a) until the date that occurs 180 (one hundred eighty) days after the expiry of the Contract Period/Extended Contract Period.
- 10.2.3 In case of SD amount submitted @ 5% of the annualized contract value at the time of award of work, remaining 5% of the SD amount will be recovered from every RA Bill against the security deposit till the total amount of SD built up reaches 10% of the annualized contract value excluding GST.
- 10.2.4 SD amount will be 10% of the annualized contract value considering the finalized rate at the time of awarding work, the SD amount will be based on the quantum of work awarded (for how many mines & its targets per annum).
- 10.2.5 If successful bidder desired then SD @ 10% may be directly submitted in the form acceptable by GMDC, in that case SD will not be deducted from RA bills.

Successful Bidder has an option to provide the Bank Guarantee in lieu of Security Deposit deducted from the RA Bills, subject to the submission of Bank Guarantee, same must be issued by Banks approved by GoG time to time. Present vide GR No. FD/MSM/e-file/4/2024/2859/D.M.O. Dated: 01/05/2025 except cooperative bank (copy enclosed in Annexure-I) 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.

SD amount 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 fulfilment 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 Sr. General Manager [Tech-1] / Project-in-Charge and shall submit the same to the Sr. General Manager in charge at Corporate Office, who after verification of the fact will arrange for refund of Security Deposit.

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.

**Note: Compulsory e-Bank Guarantee Confirmation through SFMS procedure under below mentioned bank details:**

**Bank Code: IFS Code: ICIC000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.**



## 10.3 Appropriation of Security Deposit

- 10.3.1 GMDC shall, without prejudice to its other rights and remedies hereunder, in law or equity, have the unqualified right to encash and appropriate the Security Deposit in part or in full, in the event of a failure or default of the Contractor to comply with its/their obligations hereunder, including a Contractor Default, or the Contractor's failure to pay any sums (including Damages) due hereunder.
- 10.3.2 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the GMDC, should the Contractor either fail to Mobilize its machinery and manpower to start the work within 30 days of acceptance of Lol, fulfill the contractual obligations or fail to settle in full his dues to the GMDC. In case of premature termination of the contract, the Security Deposit may be forfeited and the GMDC will be at liberty to recover the loss suffered by it from the Contractor.
- 10.3.3 The GMDC may deduct from the Security Deposit, any sum due and any other sum that may be fixed up by the GMDC as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance and /or poor performance of any of the terms of the contract.
- 10.3.4 All compensation or other sums of money payable by the Contractor to GMDC or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from GMDC on any account and in the event of the such amount being insufficient, the Contractor shall within Fifteen days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 10.3.5 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to GMDC on demand any balance remaining due.
- 10.3.6 In case the Bank Guarantee is invoked for any reason/s, the Contractor shall furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 15 days from the date of invoking of original Bank Guarantee.
- 10.3.7 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. GMDC may recover the same by way of additional deductions from bills.
- 10.3.8 No interest is payable on Security Deposit amount.
- 10.3.9 In addition to the provisions mentioned in this section 10.2, the Security Deposit will be reviewed at the end of each Accounting Year. If there is any increase in annual contract value due to increase in work component, the Contractor shall submit a Bank Guarantee equivalent to the deficit Security Deposit amount. However, if there is any decrease in annual contract value, no partial refund of Security Deposit will be initiated.
- 10.3.10 In case of enhancement of quantum of work due to any reason, the Contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the Contractor.
- 10.3.11 The Contractor shall, within 15 (fifteen) days from such encashment and appropriation of the Security Deposit by GMDC,
- In case of a partial appropriation, restore the value of the Security Deposit to the value as is required to be maintained pursuant to section 10.2,
  - In case of a full appropriation, provide a fresh Security Deposit in accordance with the requirements of section 10.2; failing which GMDC shall be entitled to terminate the contract as per provision of clause of Termination of Contract of the tender document.

## 10.4 References to Security Deposit

- 10.4.1 References to Security Deposit occurring in this Contract for and in respect of any period prior to the delivery of the Security Deposit by the Contractor to GMDC, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Contractor.
- 10.4.2 Until such time the Security Deposit is provided by the Contractor pursuant to section 10.2 and the same comes into effect, the EMD shall remain in force and effect and GMDC shall be entitled to appropriate the EMD for any amounts, including Damages, due and payable by the Contractor to GMDC under this Contract; provided that upon provision of the Security Deposit pursuant to section 10.2, GMDC shall release the EMD to the Contractor. Notwithstanding anything to the contrary contained in this Contract, in the event the Security Deposit is not provided by the Contractor within a period of 15 (fifteen) days of submission of



its acceptance of Lol, GMDC may, at its option, encash the EMD and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Contract shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and this Contract shall be deemed to have been terminated.

## 10.5 Running account bills & Payment:

10.5.1 Successful Bidder will be given the payment at agreed rates for mining, grading, crushing, screening, segregating and stacking of bauxite as per Table 1 of Section 6.4. The size of the bauxite produced shall be in between 10mm to 150 mm only. In mechanized screening, the screen should be two deck screen to produce 10-40mm and 40-150mm bauxite ore without dust and stacked at the place indicated by GM (P)/Mines Manager in a proper and systematic geometrical manner. There will not be any other payment for removal of overburden, waste, rejects, etc if such quantities fall under the limit of Mine Plan.

### 10.5.2 Applicable Mining Charges

1. The Contractor shall be required to quote the Price Bid for Mechanized Mining Component with Mechanized Crushing and Screening and thereafter Sorting, Grading, Transportation up to the Stack and Stacking of various grades of bauxite **PRICE BID FORM – AA. The mining charges shall be adjusted by applying escalation as per the provisions of clause 10.7 and incentives/ discounts per the provision of clause 10.5.3**
2. The Contractor shall be required to follow either Mechanized Crushing and Screening or Manual Crushing and Screening as per the guidelines of GMDC. In case GMDC directs the Contractor for Mechanized Mining Component with Manual Crushing and Screening and thereafter Sorting, Grading, Transportation up to the Stack and Stacking of various grades of bauxite, in such case mining charges shall be determined by a 5% reduction on mining charges of “Mechanized Mining Component with Mechanized Crushing and Screening and thereafter Sorting, Grading, Transportation up to the Stack and Stacking of various grades of bauxite”.
3. In case of ROM stacking & dispatch without the need of Mechanized or Manual Crushing and Screening, Sorting and Grading, the contractor shall be remunerated at a rate 50% of the rate of prevailing/ applicable mining charges.
4. In case the OB quantity exceeds the quantity specified in the mining plan, the Contractor shall be remunerated for the processing of OB at a rate equal to the rate for processing the mineral on ROM basis (i.e. 50% of the applicable mining charges).
5. Dewatering of the excavation areas (working pit) by pumping out seepage or rainwater, except in case of heavy rain, shall be conducted by successful bidder as per directions of General Manager (Project)/ Mines Manager and the cost to do so shall be borne by the successful bidder. In case of need for the dewatering arise due to heavy rains then the provisions of clause 9.2.18 shall apply for the dewatering charges.
6. Plantation management shall be undertaken by the contractor as per the direction of GM Project. The contractor shall be required to deploy up to 5 NOS of workers. The wages shall be remunerated/ reimbursed by GMDC on prevailing applicable minimum wages/ actual wages paid to the respective personnel. The Personnel shall be included in the labour license undertaken for this project. The contractor shall also be responsible for all the statutory compliances for the aforementioned labour for the plantation.
7. As and when required, the contractor shall provide/lease out its equipment to GMDC for any work outside the Scope of Work of this contract for a time period not exceeding 150 hours annually. The contractor shall be paid towards the fuel consumption / fuel costs as determined from Operational Manual of the respective equipment.
8. GMDC may require the successful bidder to produce emery grade (Cupola Grade, i.e. Low grade (LG) – High Ferric as per Table 1 of Section 6.4) of bauxite based on prevalent market conditions and demand of



the specific grade of bauxite, the payment for the same will be done only after the said bauxite grade material is dispatched at the rate of 10% below the applicable mining charges.

If GMDC demands for production of such grade of bauxite all the produced material of such grade will be considered for calculation of the total ROM ore produced for which returns are filed to satisfy the statutory requirements.

The successful bidder / Contractor will also be required to maintain a buffer stock of 1500 metric tonnes of such grade if directed by Mines Manager/ General Manager (Project), in an area suggested by Mines Manager/ General Manager (Project).

9. 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 deemed fit by GMDC.
10. The Bidder shall quote firm rates inclusive of all taxes, duties, cess or any applicable taxes except GST for mining, grading, crushing, screening and stacking of different grade of bauxite.

### 10.5.3 Incentives/ discounts on Applicable Mining Charges

1. The successful bidder/ Contractor shall be incentivized for production of High grade (HG) – Premium ore as per Table 1 of Section 6.4 at a rate of 10% of applicable mining charges over and above the applicable mining rates.

The subgrade Bauxite (Low Grade, Low Grade-High Ferric as per Table 1 of Section 6.4) or Bauxite mine dust (Dust- High Grade, Dust- Low Grade as per Table 1 of Section 6.4) is required to be stacked separately. The payment for subgrade Bauxite (Low Grade, Low Grade-High Ferric as per Table 1 of Section 6.4) for grade  $Al_2O_3 \geq 40$  &  $< 44$  %, a penalty of 10% on the applicable mining charges would be made, and no payment will be made for production of bauxite ore below 40%  $Al_2O_3$ .

For Example- If the applicable mine/mining charges are Rs 100/Metric Tons, in that case the Contractor will be paid as under for production of different grades of Bauxite ore:

SI No	Grade (as per Table 1 of Section 6.4)	Incentive on applicable mining Charges	Illustration of incentives/discounts Price (Rs. Per MT)
1	High grade (HG) – Premium	10%	110
2	High grade (HG) – Basic Medium grade (MG)– Premium, Medium grade (MG)– Basic	0%	100
3	Low grade (LG), Low grade (LG) – High Ferric (for grade $Al_2O_3 \geq 40$ & $< 44$ %)	-10%	90
4	Dust (up to 15% of overall production)	-75%	25
5	ROM (Run of Mine)	-50%	50

“Mining Charges/ mining charges/ Applicable Mining Charges” refers to approved rates for Mechanized Mining Component with Mechanized/Manual processing as the case may be for Crushing and Screening and thereafter Sorting, Grading, Transportation up to the Stack and Stacking of various grades of bauxite. The mining charges shall be adjusted as per the provisions of clause 10.6, clause 10.7 and 10.5.3



2. For production of Bauxite mine dust (Dust- High Grade, Dust- Low Grade as per Table 1 of Section 6.4) up to an extent of 15% of overall monthly Bauxite production, the payment at the rate of 25% of applicable mining charges shall be made.
3. In case, the Monthly Bauxite Mine Dust production is above 15% of overall monthly Bauxite Production then the payment for the Bauxite Mine Dust produced beyond the level of 15% will not be made. For Instance, for the Purpose of understanding, if total Bauxite Mine Dust production is 16% of overall monthly production of Bauxite, then the payment upto 15% of production of Bauxite Mine dust shall be made as per the provisions stated in clause 10.5.3 (2). The Payment for additional 1% of Bauxite Mine Dust shall not be made. Whereas for the production target, the total ROM ore produced (i.e. all 16% in the above example) for which returns are filed shall be considered as production to satisfy the Environmental Clearance (EC) and Mine Plan requirements, but payment to be made for production done will be as prescribed in the tender document and provisions stated herein above.

## 10.6 Monthly Running Account Bills Submissions and Payment

- 10.6.1 The monthly Running account bill value shall be determined by the weighment of grade of material in tonnage after the measurement/weighment on portable weighbridge as per the metric ton basis prior to stacking of the Ore and applicable mining charges based on below mentioned formula

“Grade of Bauxite ore produced in tonnage (MT) as measured in portable weighbridge X applicable mining charges as per the clause 10.5.2 and 10.5.3 whichever is applicable”

- 10.6.2 The Contractor / Successful Bidder shall submit the Monthly RA bill along with the below mentioned documents at the Project Office for processing for the work executed during the period (a calendar month or a period not less than 30 days) within 7 days of the completion of the period for the works. However, in case of requirement, necessity or circumstances prevailing, if any, the period of the RA Bill may be more or less 30 days. Running account bill shall be processed after execution of the agreement only.

1. The statement of grade wise quantities/ tonnage produced during the period of RA bill including corresponding details of method of processing (mechanized / manual), number of trucks loaded, statement of their weighment/ tonnage registered with portable weighbridge installed by GMDC, Stack no. at which specific grade of bauxite is stacked along with its date, time and shift details. This statement shall be duly certified by the Authorized official from GMDC. Additionally, the Contractor shall certify the quantities on a daily basis and prepare a summarized report at the end of every RA Bill cycle.
2. Copies of Muster Roll and Payment sheets showing the amount of PF deducted from salaries of the labour and employees, PF No. of labour and employee, amount of contribution of the Contractor. Copy of the challans for the PF amount deposited in RPFC for the previous month, in respect of PF deduction related exclusively to this contract.
3. Certificate regarding compliance of the mine design parameter applicable from time to time.
4. Copy of necessary insurance policies having valid period.
5. No Due Certificate and satisfactory work performance report.
6. Contractor 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.
7. Compliance of all law relevant with the work carried out by contractor such as Labour, Mining, Factories Act etc.

**Note: To maintain the records for all above 1, 2 & 3, the contractor shall depute his authorized representative round the clock at all weigh bridges (Portable and dispatch weighbridges). Such person shall maintain all necessary records as instructed by the project authority and shall be responsible to get certified such records by respective shift in charge officer of GMDC.**



- 10.6.3 The Mining Contractor shall have to submit the RA bills along with the details (measurement sheet/ weighment sheet and other applicable documents) as per the clause 10.7.2 to the Project Office for processing. The Project Office shall process 80% of the RA Bill amount and submit to GMDC's Corporate Office at Ahmedabad for verification, auditing and approval followed by 20% payment.
- 10.6.4 The Running Account bills, submitted at the office of General Manager (Project) will be processed there considering following deductions.
1. Taxes and surcharges as per applicable law in force from time to time Excluding GST.
  2. Security Deposit @ 2.5% of the gross amount of the RA bill as per section 10.2 of the tender document.
  3. Cost of any other services provided / material supplied plus 10% administrative charge, if any, by the GMDC.
  4. Liquidated damages leviable as per section 10.11, if any.
  5. Other deductions, if any
  6. Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
  7. Incentives/ discounts as per the clause 10.5.3
  8. Cost of any other services provided / material supplied plus 10% administrative charge, if any, by the GMDC.
  9. The payment for 80% of the invoiced RA Bill amount shall be processed by the Project Office within 30 days whereas the remaining 20% shall be processed by the Corporate Office after scrutiny of all applicable deductions. The payment of 20% shall be release within the 7 days after the approval of the Running bill by the Corporate Office.
- 10.6.5 Payment of the RA 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 their workers.
- 10.6.6 Taxes and Duties
1. GST and compensatory cess, if applicable and payable by the Successful 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 Successful bidder under this contract.
  2. 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.
  3. 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.
- 10.6.7 Breakdown in portable weighbridges
1. In case of breakdown/ non-operation of the portable weighbridge, the work in progress material shall be stacked at a separate designated site as per the directives of the General Manager (Project) / Mines Manager.
  2. In case of prolonged breakdown of the portable weighbridge, the General Manager (Project) / Mines Manager, at its discretion may carry out the weighment of the material by measurement methods.
- 10.6.8 Successful Bidder will be required to stack separately bauxite dust or any sub grade/waste material generated during the mining operation or breaking/segregating/stacking/crushing/screening of bauxite at a specified location directed by Mine management. No payment shall be made to the successful bidder



towards the cost incurred for removal of over-burden, waste, rejections etc if the quantities fall within the limit specified under the Mining Plan.

## 10.6.9 Reconciliation

1. The weighment/measurement shall be undertaken at three points as below and as per clause 10.6.
  - i) First point : the Weighment of Ore on MT basis as measured at Portable Weighbridges installed by GMDC prior to the stacking of the Ore shall be considered for making the payments
  - ii) Second Point: the weighment of ore stacked at the time of Dispatch to customer shall be considered for the reconciliation purpose.
  - iii) Third: the measurement using the Total station survey shall be considered for the sanity check purpose.
2. The Reconciliation of quantity of said Bauxite stacks for which payment has been made on the basis of weighment at Portable Weighbridge shall be carried out after the final dispatch in MT from Weighbridge (The weighment of the GMDC's weighbridge is to be consider final). If, the quantity after dispatch in MT found short/excess shall recovered/paid and vice versa from the Successful Bidder/ Mining Contractor.
3. For the final settlement , at the end of the contract, if the total ore dispatched is more than 50% but less than 100% of the total production of ore, as measured on the portable weighbridge specified in clause 10.6.1, the full and final settlement amount for the remaining quantity shall be reconciled by applying the average of the reconciliation percentages applicable to the quantity already reconciled.

<b>For example (illustration):</b>	
<i>A</i>	<i>Total Production Quantity for 5 Years: 12.5 Lac MT</i>
<i>B</i>	<i>Total weighment quantity in the Portable Weighbridge of 240 Stacks: 12 Lac MT</i>
<i>C</i>	<i>Total Number of Stacks Dispatched: 150 Stacks</i>
<i>D</i>	<i>Weighment of the 150 dispatched stacks on Portable Weighbridge: 7 Lac MT (more than 50%)</i>
<i>E</i>	<i>Weighment of the 150 dispatched stacks from Final Weighbridge: 7.1 Lac MT or 6.9 Lac MT</i>
<i>F</i>	<i>Percentage difference in the reconciled quantities for the 150 dispatched stacks ((E-D)/D): +1.42% or -1.42%</i>
<i>G</i>	<i>Quantity of non-dispatched stacks (B-D): 5 Lac MT</i>
<i>H</i>	<i>Settled reconciled quantity (G*F): 5.071 Lac MT or 4.929 Lac MT</i>

4. At the end of the contract, If the total ore dispatched is less than 50% of the total production of the ore, as measured on the portable weighbridge as specified in Section 10.6.1, then, MD, GMDC can form an empowered committee that shall have a provision to include a representative of the Mining Contractor, to recommend a suitable framework to conduct the full and final settlement of the Mining Contractor by GMDC.

## 10.6.10 Explosives

1. GMDC will provide explosives and also carry out blasting operations. The cost of explosives (actual cost plus 10% 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. Normally blasting will not be allowed and rock breaker



will be desired but in case of requirement same can be done. Project Authority is authorized to take decision on the basis of conditions prevailing at that time.

2. 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.
3. 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).
4. GMDC will not provide explosives for the working plots falling within the distance of 500 meter from the Gamtal boundary of particular village or from religious places; 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 for the purpose shall be final and binding upon Successful bidder.

10.6.11 In case of any dispute between Mining Contractor and GMDC, MD, GMDC can constitute an empowered committee of 5 members, chaired by Sr. GM (Tech I) and constituting 1 Surveyor, 1 Finance specialist, 1 Geologist and 1 representative of the Mining Contractor. The empowered committee will submit a report to the MD, GMDC outlining the issues under consideration and the recommendations. The decision taken by MD, GMDC with respect to the same after the submission of report will be considered final.

## 10.7 Escalation on Mining Charges

### A. Escalation on Work Component

1. The work component shall be considered to be 70% of the quoted per MT and the fuel component shall be considered the remaining 30%.
2. The escalation shall be considered to be 2% for the work component per annum based on a fixed basis.
3. The commencement of escalation shall be considered from FY 2027-2028.
4. Escalation on finalized rate 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 finalized rate shall be applicable as per provision.
5. In case, reasons for shortfall in achieving the assigned yearly targets of Bauxite Production are attributed to the successful bidder then escalation will not be applicable for that particular period of that year. If the Successful Bidder achieves the Annual Targeted Production in any month of the next year then escalation shall be applicable from that particular month on the finalized rate of preceding year only.

### B. Escalation on Diesel Component

- (a) Diesel Component shall be escalated on monthly basis on the weighted average Retail Diesel price prevalent at the relevant point of time at nearest functional fuel station of IOCL/ HPCL from GMDC project site at Devbhumi Dwarka. However, the retail diesel price finalized by GMDC shall be final and binding.
- (b) The Escalation formula to be used for Escalation of Diesel Component is as:

$$D_c = 0.3 * (DP/DL)$$

Where, DP is applicable weighted average retail diesel price at Project Site for present month and DL is applicable retail diesel price at Project Site as on date of uploading of Tender.

#### Illustration example for understanding only:

If DL on 01st August 2025 (as on date of uploading of NIT) was 120.4 and following are the variation in retail diesel price at Mine for the month of August 2025:

01st August 2025 = INR 120.4/litre

10th August 2025 = INR 121.3/litre

15th August 2025 = INR 120.8/litre

25th August (till 31st August) 2025 = INR 121.0/litre



Then the weighted average shall be calculated as given below.

$$(c) \text{ Weighted average of diesel for charge/fee} = \frac{(120.4 \times 9 + 121.3 \times 6 + 120.8 \times 10 + 121 \times 6)}{31} = \text{INR } 120.81$$

As mentioned above, the retail diesel price at Mine on date of uploading of NIT is: 120.4, then the Diesel Component of Mining Charge for the month of August 2025 shall be calculated as =  $(120.81/120.4) \times 0.3 = 0.301$

Therefore, if Mining Charge payable as on Tender floating date (say 01<sup>st</sup> August 2025) is Rs. 100, then the escalation on diesel component payable on 01<sup>st</sup> September 2025 to Contractor for per tonne of Bauxite Delivered shall be  $100 \times (0.301) = \text{Rs. } 30.1/\text{tonne}$ .

Total Escalation component payable on 01<sup>st</sup> September 2025 to Contractor for per tonne of Bauxite Delivered on Mining Charges = Work Component + Diesel Component =  $70 + 30.1 = \text{Rs. } 100.1/\text{tonne}$

## 10.8 Diesel Supply

The Contractor shall make suitable arrangement, at his own cost and risk, for procurement and storage of diesel, oil, lubricants etc. for the consumption at works site. If available, GMDC may provide space for diesel storage within lease and acquired area free of cost. At the end of the contract period, the contractor shall hand over the space and the facilities provided by GMDC as close as to its original condition existing at the time of allotment.

## 10.9 Mode of Payment

As per the clause 10.6

## 10.10 Mobilization Advance against machineries/equipment:

GMDC shall provide mobilization advance against machineries/equipment to contractor only in cases where

- a) Contractor 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/equipment. In case of existing/new Contractor the remaining period of contract should be minimum 20 months.
- b) The amount of advance shall be limited to 75% of the value of the Machineries/equipment subject to maximum of 10% of contract value.
- c) This is applicable in the case of works whose estimated value is more than Rs.5 crores and payment of work is made on monthly basis.
- d) The proof of purchase of the machineries/equipment including delivery note, LR and invoice duly authenticated by the Contractor are to be submitted.
- e) Machineries/equipment advance will be paid only after submission of bank guarantee of 85% of value of machineries/equipment and the bank guarantee shall be valid for a period of 15 months. The bank guarantee should be issued by Nationalized Bank or Banks approved by Govt. of Gujarat (Except Co-Operative banks) for said purpose. If required, the bank guarantee shall be renewed from time to time by the Contractor.
- f) Successful Bidder may submit maximum 10 numbers of Bank Guarantee covering the total amount of 85% of value of machineries/equipment. On request of successful bidder GMDC may return part of 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.
- g) The said advance will be paid to Contractor/ vendor / supplier after getting undertaking from Contractor/ vendor / supplier that the said machineries/equipment 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.



- h) Mobilization advance against supply of machineries/equipment 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.
- i) In case there is no work done during the month and/or there is no running bill being submitted by the Contractor for the respective month, the Contractor shall have to repay by way of cheque to GMDC the amount of installment, within 15 days from the end of the respective month.
- j) 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.
- k) In case of default in payment of principal amount and interest thereon, GMDC has right to invoke the Bank Guarantee.

## 10.11 Liquidated damages (L.D.)

1. If the Successful bidder fails to mobilize the machinery and manpower to commence the work within 30 days from the date of acceptance of Lol, liquidated damage @ Rs. 10,000/- per day shall be leviable, for a maximum period of 30 days. If the Successful bidder fails to start work even after 30 days, the GMDC will be free to forfeit the EMD/SD or both the EMD and SD under section 10.1 & 10.2. If there is any delay in obtaining any clearances from GMDC, then no LD shall be levied.
2. The Liquidated damages shall be leviable after end of every month on the shortfall in ROM. Only for consideration of LD, production as per returns submitted to IBM will be considered as production. The quantity of bauxite having 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

Example for LIQUIDATED DAMAGES (L.D.) calculation:				
Cumulative quantity till the end of this bill period				
Description	Cumu. Assign. Qty.	Cumu. Actual Qty.	Cumu. Shortfall/ Excess Qty.	Cumu. Qty. %
Mining, Grading, Crushing, Screening and Stacking of Bauxite as per table 1 of Section 6.4	50000	40000	10000	20

3. The calculation of LD as per below:

Description	Assigned	Actual	Short fall/ Excess	Say LD Applicable upto RA Bill No-9	Say LD imposed up to RABill No-8	LD Applicable/ Refundabl



	Qty.	Qty.	Excess MT			e
Mining, Grading, Crushing, Screening and Stacking of Bauxite as per table 1 of Section 6.4	50000	40000	10000			
contract rate per MT			100			
		Shortfall Qty.	Rate (Rs/MT)	LD Amt. in RS.		
Qty. for LD	Upto 5%	2500	2	5000		
	5% to 15%	5000	5	25000		
	More Than 15%	2500	10	25000		
		<b>10000</b>		<b>55000</b>	<b>60000</b>	5000

4. The monthly production target schedule shall be provided to the successful bidder.
5. 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.
6. 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 refunded accordingly. However, if the successful bidder/ Mining Contractor fails to recoup the cumulative target as per Clause 6.4.1 of the respective year (Year will be considered from commencement month) within that specific year period only then Liquidated Damages imposed during that specific year period from RA Bill's will be non-refundable. In any case, shortfall/ excess quantity of respective year will not be carried forward in the subsequent year.
7. The Contractor shall have to deploy the statutory manpower as specified in statutory guidelines, including but not limited to Mechanical Engineers and Mining Engineers. In case of any non-compliance of the statutory guidelines related to manpower, the contractor shall be penalized at a rate of Rs. 1,000 per manpower per day. This shall be over and above any other penalty imposed on the Contractor.
8. If due to any reasons which are not attributed to successful bidder for shortfall in the work, no LD will be levied.
9. GMDC reserves the right to terminate the contract and get the balance work completed at the risk & cost of the Successful bidder if cumulative short fall is found more than 40% for three consecutive months/ RA bill periods and reasons are attributed to mining contractor/ Successful Bidder.

## 10.12 Local facilities / local conditions

1. GMDC may provide space for Camp site within lease and acquired area if requested on conditional to approval of General Manager (Project)/ Mine Manager.
2. A single point Three Phase Electricity supply (with metering arrangements) may be made available by GMDC at Contractor's camp / workshop, if located within the mining lease area and/or the land acquired by the GMDC. Further distribution of power will have to be arranged by Contractor at its own risk and cost. Power consumed will be metered and charged at the prevailing rate of PGVCL plus 5% administrative charges. However, the Contractor will be free to make its own independent arrangements. If the Contractor changes the location of its campsite or workshop, shifting of the supply / metering point will be made only if the Contractor agrees to bear the additional cost likely to be incurred.
3. A single point Three Phase electricity supply will be made by GMDC at the area of excavation in the mine and dumps for mine lighting. The location may be shifted with the advance of the mining pit, not more



than once in a year. Necessary further distribution to ensure required illumination over the area would have to be made by the Contractor at his risk and cost. The contractor shall ensure that all safety devices, as stipulated in the Indian Electricity Rules are provided and are always in operation, while organizing distribution of power. However, power supply for this purpose will be made free of cost.

4. The GMDC does not undertake and agree to provide any facilities to the successful Contractor at the work site except mentioned as above.
5. The tools, tackles, machinery, equipment, pump etc. and the manpower required to execute the contract shall be arranged by the Contractor only. The Contractor shall at his own expense, furnish all necessary erection tools, hoists, cranes, derricks cables and slings rigging, skids, welding machines, preheating and stress relieving equipment all associated protective equipment, instruments, appliances, materials and supplies required for unloading handling, transporting, that may be required to accomplish the work under contract unless otherwise provided for. Adequacy of such will be subject to final determination of GMDC.
6. The Contractor shall bear and pay all charges on all construction tools and equipment furnished by him.

### 10.13 Statutory obligations:

1. All the directives issued by DGMS/ IBM/ GPCB/ other statutory/regulatory authorities from time to time, shall be binding on the Contractor.
2. The removal of Overburden earth excavation shall have to be done by the contractor by preparing benches, from top to bottom, as per provisions of the Mines Act/Rules/Regulations and orders made there under & in force from time to time, by deploying mechanical equipment viz. Hydraulic excavators / shovels, dumpers, Dozers etc.
3. Contractor has to comply the Recommendations of 11th National Conference on Safety in Mines as listed under:
  - a) Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
  - b) Provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
  - c) Keep an up-to-date SOP and provide a copy of changes to a person designated by the mine owner.
  - d) Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
  - e) For work of a specified scope/nature, develop and provide to the mine owner a site-specific code of practice.
  - f) Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all safety laws by the sub or sub-sub-contractors.
  - g) All persons deployed by the Contractor for working in a mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of VT & IME. Details of every Initial/Periodical Medical Examinations conducted, and Initial/ Refresher Vocational training provided to persons employed in mine(s) are uploaded onto an appropriately designed Digital platform on a non-editable mode and also linked to the individual's 'Aadhaar number' so as to be amenable for quick retrieval and for portability wherever required.
  - h) Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. If Contractor is unable to provide, owner/agent/manager of the mine shall provide the same at the cost of the Contractor.
  - i) The Contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
  - j) The register of employees in Form-A are maintained in Digital form, along with Digital linkage to details in non-editable form of Initial/Periodical Medical Examinations conducted, Initial/Refresher Vocational training provided and individual's 'Aadhaar number' for every entry made therein.



- k) 'Biometric Attendance system' for the purpose of booking attendance of all persons employed in the mine(s) is provided at locations as may be fixed by the Manager in writing to ensure that only those persons with entry in the Digitized Form-A register of employment as mentioned above can book attendance to gain entry into the mine(s). Entries made in the Biometric Attendance system' shall be retained permanently and shall be easily amenable for quick retrieval when required. Wherever possible 'Aadhaar number based Biometric Attendance system' shall be implemented for booking attendance.
4. The Contractor shall be responsible for arranging requisite manpower, its training and medical examination and shall also fulfill the provisions of Mining and Labour laws, PF Act and Rules, Contract Labour Laws, The Workmen's compensation Act etc., pertaining to employment of labour and other statutes in force from time to time.
5. The Contractor will be required to obtain License from the office of the Labour Commissioner for the required strength of labour, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
6. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the contractor for which GMDC will not be responsible for any compensation.
7. The Contractor shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing DGMS/IBM/GPCB/MoEF Rules, Regulations, Circulars, Guidelines and other statutory provisions in force from time to time and applicable to the work during the currency of contract.
8. The Contractor will provide air-conditioners in the operators' cabin at his cost and risk.
9. The Contractor(s) will also arrange for IME and PME and shall comply other statutory provisions of Law.
10. The contractor shall also comply with the recommendations of 12th National Conference on Safety in Mines and with the recommendations of any other such safety conference in future during the period of contract.

#### **10.14 Laws, regulations and permits and rules made thereunder:**

The Contractor shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract and/or purchase order. The following are some of the major Government of India Acts and Regulations concerning approvals of new plants and machinery:

1. The Indian Explosives Act of 1884 (4 of 1884) and Amendments and Rules (Amended) Up to date)
2. The Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
3. The Mines Act, 1952, its rules and regulations.
4. The MMDR Act, 1957
5. Mines Rule 1955
6. Metalliferous Mines Regulations, 1961.
7. Mines Crèche Rules, 1966 (in case employing female workers)
8. Mine vocational training rule 1966
9. MCR 1960
10. MCDR 1988 (IBM)
11. Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010.
12. The Workmen Compensation Act 1923 and Amendment Act 2010.
13. The Payment of Wages Act 1936 and Amendment Act 2012.
14. Payment of Bonus Act 1965 and amended up to date.
15. Contract Labour Regulations & Abolition Act 1970.
16. Industrial Dispute Act
17. Maternity Benefit Act
18. Interstate Migrant Workmen (Regulations) Act 1979.



19. Recommendation of 11th Safety conference.
20. Recommendation of 12th Safety conference.
21. DGMS Circulars
22. Circular No. 5 of 2010 regarding Implementation of safety features in dumpers/Tipper.

The above list is not exhaustive, the successful bidder also needs to comply with all the existing amendments to the mentioned acts, Circulars, guidelines, rules and regulations, and any future amendments to the acts, Circulars, guidelines, rules and regulations. All other applicable laws from time to time are required to be complied with by the contractor including but not limited to 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 Sr. General Manager (Tech-1/ General Manager (Project))/ Mines Manager

## 10.15 Notice:

Written notice shall be deemed to have been duly served if delivered to the individual or to Contractor or to the Signing Authority of the GMDC from whom it is intended, or if delivered at or sent by mail or post, to the last business address known to him who gives the notice.

## 10.16 Measurements

1. The weighment on portable weighbridge shall be undertaken to ascertain payment of the work done as specified in Section 10.6.1.
2. In addition to above for sanity check, the authority may also undertake Measurements of the stack on a monthly basis using Total Survey Stations and/or Digital auto levels or any other method and the same will be measured in cubic meter (M3) and tallied with the weighment taken in the portable weighbridge.
3. The weighment quantity of the portable weighbridge may be checked for sanity using Total Survey Stations and/or Digital auto levels or any other method and the same will be measured in cubic meter (M3).
4. 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.
5. The measurement and the computations provided by the Mines Management/Project Authority shall be final and binding to the successful bidder.
6. No separate payment shall be made to the Successful Bidder for removal of overburden, sub-grade, or associated waste material for the quantity specified in the Mine Plan, if it exceeds the quantity in the mine plan, the Contractor shall be remunerated based on ROM basis as specified in Section 7.12.3. Sub-grade, if considered as ROM for the purpose of IBM or other statutory returns, shall be reported as part of production and stacked separately; in addition, Overburden quantities shall be measured by Total Station survey and converted by using conversion factor as per the approved Mine Plan.
7. The different grade of Bauxite ore shall be crushed, screened, sized, sorted and stacked at the mine site in proper geometric shape (rectangular/square) 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 bauxite having Al<sub>2</sub>O<sub>3</sub> content 44% and above, stack shall not be less than 1 meter and Stack quantity 1000 to 5000 MT in any case. The stack of different size can be prepared only if directed by GM (P)/ GMDC in writing.
8. Before stacking the Bauxite on the ground, the Successful bidder has to first clean & level the ground for taking initial measurement/level of the ground by GMDC surveyor in the presence of representative of the Successful bidder as per the directives of the Project Authority.

### Note:

To maintain the records for all the above points contractor shall depute his authorized representative round the clock at all dispatch weigh bridges. Such person shall maintain all necessary records as instructed by



the project authority and shall be responsible to get certified such records by respective shift in charge officer of GMDC.

## 10.17 Accident etc. and responsibilities of contractor:

1. The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Contractor's vehicles/ equipment or his/its employees, or any outside party shall be exclusively that of the Contractor and no claim whatsoever shall be entertain by the GMDC on this account. The contractor shall keep the GMDC indemnified from all such consequences.
2. In the event of any breakdown or accident during the course of any operation, the Contractor shall notify the facts to the Mine Manger, Engineer-In-charge or his otherwise officer immediately of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Engineer-in-charge/Mine Manager.
3. The Contractor 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 Contractor, the same amount shall be recovered from the Contractor bill or dues pending towards GMDC.

## 10.18 General conditions

1. As per the provision of mines V.T. Rules, all workers proposed to be employed by the Contractor, will have to be trained before employment at recognized / approved VT Centre.
2. The appointment/ authorization of all employees shall be issued with intimation to and through the Mines Manager of GMDC.
3. Medical examination of all persons to be employed by the Contractor in the mine will have to be conducted as per law.
4. All the equipment proposed to be used in the mines shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the mines.
5. All the persons of the Contractor engaged inside the mining area must wear Helmet and Shoes. As and when required other personal protective wears shall also be provided to them.
6. The Contractor shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the Company by an individual or by customers or by any such other persons who suffered damage due to negligence of the Contractor or his sub-Contractor or his employees / Agent, the same shall be settled by the Contractor at his cost.
7. The Contractor 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. Contractor'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 contractor's workers.
8. The Contractor has to ensure supervision of the work through duly qualified and competent persons and also has to make sure that a responsible Manager/ Engineer is full time available on work site to whom GMDC can issue the instruction and who can fulfill such instructions. Contractor shall appoint qualified Manpower.
9. The Contractor shall not change the constitution of the company/ firm during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.
10. All the staff members of the Contractor shall carry Photo Identity Card while on duty.
11. Contractor shall have to work in during office working hours only preferably in day light. The time of commencement of work and of the end of the work for each day will be in accordance with the timings of GMDC's own workings. There will be no work on weekly days of rest and on paid/public holidays. This condition is a statutory and shall comply without fail.
12. All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices enforced by DGMS under Mines Act e.g., Audio Visual Reverse Alarms (IP 67 compliance), Automatic fire extinguisher (AFDSS) etc.



13. In case of any Central/State Government directives regarding mining operation / and execution of work related thereto, the same shall have to be strictly adhered to and binding upon the contractor for implementation, for which GMDC will not be responsible for any compensation.
14. The Contractor shall abide by the provision of the Motor Vehicle Act for all his machineries. Any consequences arising out of non-compliance of said Provisions will be at the contractor sole risk and cost, for which GMDC will not be responsible for any compensation.
15. MD, GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract area/conditions/quantities of the works/ extension of the contract Period/allotment of additional quantities of the works/revision of the rates of the work etc., if necessary, in the interest of GMDC.
16. The Contractor shall provide necessary arrangement for transportation of manpower from camp site to work site with all the required safety provisions/devices enforced by DGMS under Mines Act and other applicable laws/rules or as directed by GMDC authority.
17. The contractor shall pay the minimum wages, PF etc. as per the minimum wages notified by Office of Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India time to time.

## 10.19 Conditions related to Safety:

1. The successful bidder will have to get trained the worker before deployment in mines at recognized / approved GMDC VT centre. During the course of training, the performance of any contractor employee is found unsatisfactory then the contractor will not engage such employee in the mine. If for the purpose of special training the contractor employees will be referred to any other institution/training center, then the cost of the training shall be borne by the contractor. The Contractor shall ensure that the training of their employees is completed before commencement of the work. The medical examination of their manpower, to be deployed in the mine as per DGMS norms shall be conducted by GMDC and the cost incurred for the same shall be recovered by the Contractor(s).
2. 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.

All the expenses for the use of electricity shall be borne by successful bidder.

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 GMDC, it will be maintained by the successful bidder, but the material, fittings and fixtures for such places will be supplied by the GMDC free of cost.

The power and light connections, wiring, equipment etc. shall be maintained by the Successful 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.

Any additions and alterations thereto shall be got approved by the Successful bidder from the General Manager (Project)/ Mines Manager and certified from Electrical Inspector from DGMS, required under law. Prevention, suppression and dealing with spontaneous heating/fire in working area, dump, or any other place under its control. DGMS safety instructions shall be followed from time to time.

3. Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, byelaws, framed there under, the following shall be within the Scope of work of Contractor
4. Maintaining height and width of the OB and Bauxite benches to safe limits as approved by DGMS and as directed by the Project authority
5. On dumps, the safety berm should be formed as per the DGMS norms
6. The Contractor will be required to deploy heavy earth mining & transportation machinery which are tested, found fit for roadworthy and shall have all safety features as required by DGMS. The contractor 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 Contractor 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 Contractor 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.

7. In case of any additions and alterations in any electrical installations within their working area whether at surface or within mines, the same shall be approved and certified by electrical inspector from DGMS. Contractor shall facilitate in getting any permission from statutory authority.
8. All the directives issued by DGMS/other statutory/regulatory authorities from time to time, shall be binding on the Contractor.
9. The removal of Overburden earth excavation shall have to be done by the contractor by preparing benches, from top to bottom, as per provisions of the Mines Act/Rules/Regulations and orders made there under & in force from time to time, by deploying mechanical equipment viz. Hydraulic excavators / shovels, dumpers, Dozers etc.
10. Contractor has to comply the Recommendations of 11<sup>th</sup> & 12<sup>th</sup> National Conference on Safety in Mines as listed under:
  - a. Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
  - b. Provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
  - c. Keep an up-to-date SOP and provide a copy of changes to a person designated by the mine owner.
  - d. Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
  - e. For work of a specified scope/nature, develop and provide to the mine owner a site-specific code of practice.
  - f. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all safety laws by the sub or sub-sub-contractors.
  - g. All persons deployed by the Contractor for working in a mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of VT & IME. Details of every Initial/Periodical Medical Examinations conducted, and Initial/ Refresher Vocational training provided to persons employed in mine(s) are uploaded onto an appropriately designed Digital platform on a non-editable mode and also linked to the individual's 'Aadhaar number' so as to be amenable for quick retrieval and for portability wherever required.
  - h. Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. If Contractor is unable to provide, owner/agent/manager of the mine shall provide the same at the cost of the Contractor.
  - i. The Contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
  - j. The register of employees in Form-A are maintained in Digital form, along with Digital linkage to details in non-editable form of Initial/Periodical Medical Examinations conducted, Initial/Refresher Vocational training provided and individual's 'Aadhaar number' for every entry made therein.
  - k. 'Biometric Attendance system' for the purpose of booking attendance of all persons employed in the mine(s) is provided at locations as may be fixed by the Manager in writing to ensure that only those persons with entry in the Digitized Form-A register of employment as mentioned above can book attendance to gain entry into the mine(s). Entries made in the Biometric Attendance system' shall be retained permanently and shall be easily amenable for quick retrieval when required. Wherever possible 'Aadhaar number based Biometric Attendance system' shall be implemented for booking attendance.
11. The Contractor shall be responsible for arranging requisite manpower, its training and medical examination and shall also fulfill the provisions of Mining and Labour laws, PF Act and Rules, Contract Labour Laws, The Workmen's compensation Act etc., pertaining to employment of labour and other statutes in force from time to time.



12. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the contractor for which GMDC will not be responsible for any compensation.
13. The Contractor shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.
14. The Contractor will provide air-conditioners in the operators' cabin at his cost and risk.
15. The Contractor(s) will also arrange for IME and PME and shall comply other statutory provisions of Law.
16. The contractor shall also comply with the recommendations of 12<sup>th</sup> National Conference on Safety in Mines
17. The Contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10<sup>th</sup> of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
18. All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices enforced by DGMS under Mines Act e.g., Audio Visual Reverse Alarms (IP 67 compliance), Automatic fire extinguisher (AFDSS) etc.
19. The Contractor shall provide necessary arrangement for transportation of manpower from camp site to work site with all the required safety provisions/devices enforced by DGMS under Mines Act and other applicable laws/rules or as directed by GMDC authority.

## 10.20 Sub-contract

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. If desired partial work can be sublet with the prior approval from GMDC. The subletting of work should not absolve the contractor/ successful bidder from its responsibilities under this contract.

## 10.21 Completion of work

1. When the Contractor fulfills all its obligations under the contract to the satisfaction of Project authority and subject to terms and conditions of the Contractor, it shall be eligible to apply for completion certificate. The Project authority shall formally issue completion certificate, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with all the provisions of this contract and instructions issued to the Contractor by the GMDC and DGMS from time to time. The Contractor, after obtaining the completion certificate is eligible to present the final bill for the works executed by him/it under the contract.
2. If the contractor is allotted campsite on recommendation of General Manager (Project)/ Mine Manager, in that case, within completion of the work in all respects as defined in the Contractor document, the Contractor shall be required to obtain from the project authority such completion certificates as to the vacating the campsite, workshop, all machineries, tools, tackles etc. within three months of completion of contract. However, in case of contractor not able to vacate the campsite within the same three months period and want to retain the camp site for further period, GMDC may allow to retain the camp site for maximum six-month period on the rental charges basis as decided by GMDC.
3. If the contractor fails to comply with the requirement of this clause on or before the date fixed for the completion of the work, the General Manager (P) may at the expenses of the Contractor carry out such work and the Contractor shall forth with pay amount of all such expenses so incurred and shall have no claim in respect of any such work.
4. For purpose of this clause the following documents are required by the GMDC subject to the conditions that General Manager (P) for his satisfaction.



- i. A certificate to the effect that no outstanding claim/payments are due to the persons employed by the Contractor or his sub-Contractor, if permitted by GMDC including the Statutory payments, which have fallen due.
  - ii. A no claim, no dues certificate.
  - iii. Proof of depositing P.F.
5. Immediately on completion of the work, the Contractor shall submit his final bill indicating the gross and net amount payable. On receipt of this, the GMDC shall verify the same, determining the total value of the work done of the contract and after adjusting all the sums already paid to him/it and/due to the company on any account and such further sums as the GMDC is already authorized or required to reserve or retain as per the terms of the contract or otherwise, make over to the contract as his/its final payment.

## 10.22 Bankruptcy etc.

1. If the Contractor commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to GMDC and shall for 15 days, during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by GMDC but not exceeding the value of the work for the time being remaining unexecuted.
2. In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC considering the situation, provided that the above option is not exercised, GMDC may terminate the contract by serving notice in writing to the Contractor. The power and provision so reserved to GMDC on taking of the work out of the Contractor's hands shall apply as far as they may be when the contract is so terminated.

## 10.23 Canvassing not permitted:

Bidder should not canvass their offer personally or otherwise by approaching the Chairman or the Member of GMDC. If any bidder wants to make any representation regarding his offer, he should write to the Sr. General Manager (Tech-I) with copies to the MD/Chairman of the GMDC, if he desires, but personal and oral representation are not permitted.

If, in spite of the above clear instructions, any bidder is found to canvass his offer or against his competitor's offer through personal approach to the MD/ Chairman of the GMDC, his offer will be rejected without assigning any reason and the firm even be blacklisted.

## 10.24 Non-fulfilment of terms and conditions of the contract

1. If the Contractor 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 Contractor 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 Contractor and the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
2. Likewise, if the Contractor 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 Contractor 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 Contractor.
3. For any reasons, if it is required, the 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 or reason to the Contractor and without incurring any responsibility. For such cases, Contractor 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.

## 10.25 Termination of contract:

If at any time during the currency of this contract, if any breach occurs due to the fault of the Contractor, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the



Contractor. For termination of the contract GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

## 10.26 Arbitration & jurisdiction:

### 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

For any dispute arising out of this Tender and subsequent contract or interpretation of any terms thereof, the decision of the Committee consisting of concerned Divisional Head at HO with the matter under dispute, subject to concurrence of MD GMDC, shall be final and binding upon the bidder and/or contractor.

All questions, disputes, differences, whatsoever, which may at any time arise between the parties to this tender and subsequent 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.

### Jurisdiction:

Matter relating to any dispute or difference arising out of this tender and subsequent contract based on the bid shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

## 10.27 Insurance:

- 1. Insurance during Contract Period:** The contractor shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, with financially sound and reputable insurers, and such insurances as may be necessary or prudent in accordance with Standard Industry Practice. The contractor shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on GMDC as a consequence of any act or omission of the contractor during the Contract Period.
- 2. Insurance Cover:** Contractor will take insurance of its manpower and machineries and GMDC will take insurance of their manpower and machineries and other insurance related to Mine as Principal Owner.
- 3. Notice to GMDC:** No later than 45 (forty-five) days prior to commencement of the Operation Period, as the case may be, the contractor shall by notice furnish to GMDC, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with section 10.27. Within 30 (thirty) days of receipt of such notice, GMDC may require the contractor to effect and maintain such other insurances as may be necessary pursuant hereto.
- 4. Evidence of Insurance Cover:** All insurances obtained by the contractor in accordance with this section 10.27 shall be maintained with insurers on terms consistent with Standard Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the contractor shall furnish to GMDC, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the contractor to GMDC.
- 5. Remedy for failure to insure:** If the contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, GMDC shall have the option to either keep in force any such insurances and pay such premium and recover the costs thereof from the contractor.
- 6. Waiver of subrogation:** All insurance policies in respect of the insurance obtained by the contractor pursuant to this section 10.27 shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, GMDC, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.
- 7. Contractor’s waiver:** The contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, GMDC and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the contractor may otherwise have or



acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the contractor pursuant to the Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

8. **Application of insurance proceeds:** The proceeds from all insurance claims, except life and injury, shall be applied by the contractor firstly, for any necessary repair, reconstruction, reinstatement, replacement, improvement or development of the Mine, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

## 10.28 Traveling, living and other expenses:

If the Contractor is required to perform complete works, the Contract price shall include all salaries, and wages, all traveling time and expenses, boarding and lodging allowance and medical expenses of all personnel furnished by the Contractor and all payments which the Contractor may have to make in relation to the work, to the laborers and other personnel employed. Further the contract price shall include all taxes and liability in respect of workmen's Compensation Act, Employee State Insurance Act and Employees Provident Fund Act etc.

## 10.29 Foreclosure:

1. In case of any necessity arising due to local working conditions, land/lease issues, major deviation in the geological data/information, unexpected sliding of the benches or dumps or any unforeseen reason not in the control of the GMDC or of the Contractor, Committee comprising of representative of GMDC, Contractor and Outside Expert from Technical and Financial background may be constituted and Committee look after the reasons/causes and analyze the conditions that weather the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the Contractor.
2. After study of the prevailing conditions of the contract under execution, committee may recommend Foreclosing the contract keeping in view the financial implication to both the GMDC and Contractor. Guideline/Modality of the Foreclosure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.
3. Decision of GMDC for Foreclosure of the contract on the recommendations of the committee shall be final and binding to the Contractor.

## 10.30 Force majeure:

1. Force majeure is herein defined as any cause which is beyond the control of the Contractor 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, adverse climatic conditions, pandemic, 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.
2. The Contractor 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.
3. For delay arising out of Force Majeure, the Contractor 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 Contractor 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.
4. If any of the Force Majeure conditions exists in the place of operation of the Contractor even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations



5. The Contractor 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.

### **Applicability:**

1. Force majeure will be considered in following situation only.
  - (a) In a situation which is beyond the control of the parties to the contract.
  - (b) The unforeseen event which could not be presumed at the time of finalization of the contract.
  - (c) Any event which could not be foreseen with a reasonable amount of diligence by the parties to the contract. An incidence of natural calamities such as flood, draught, cyclone, earthquake, pandemic, epidemics, declaration of war may be treated as force majeure.
2. The parties to the contract affected by force majeure should give at least 15 days written notice under proper receipt of his intension to consider certain period as Force Majeure from the date of occurrence of event leading to force majeure.
3. 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.
4. 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.
5. 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.
6. In a situation of force majeure, which is beyond the control of the parties to the contract, the Committee comprising of representatives of GMDC, Contractor and Outside Expert from Technical and Financial background may be constituted and Committee look after the reasons/causes and analyze the conditions that weather the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to treat as Force Majeure and suggest the way forward in the interest of both the GMDC and the Contractor.
7. Decision of GMDC based on the recommendations of the committee shall be final and binding to the Contractor.

### **10.31 Change in law:**

Nothing in this contract shall entitle the contractor to claim additional payment against the work executed or being executed or likely to be executed upon the change in law by Government of India or State of Gujarat as regards any taxes, liabilities arising out of work contract, judgments of court etc. That nothing under the said laws shall create any additional liability on the GMDC over and above that set out herein. That unforeseen circumstances in the working of the said contract shall not entitle contractor to abandon or demand additional payment under a different head not originally mentioned herein and hence nothing except what is contained in the present contract shall constitute binding obligations between parties.

### **10.32 Interpretation:**

That no communication preceding or following the present tender shall have any bearing on the terms and conditions set out herein. That no contract, promise or obligation shall arise out of the said communication, over and above what is set out herein below. That the terms contained herein constitute the entire bargain between the parties and shall not be interpreted in the light of commercial correspondence between the parties.



## 11. Bid Forms & Annexures

### FORM – A

#### CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER

##### (A) TECHNICAL BID

Sr. No.	Particulars	Declaration (Strike out whichever is not applicable)
1	Cost of tender document (copy of DD/UTR Slip)	Yes / No
2	EMD	Yes / No
3	<b>FORM A</b> (check list of documents enclosed with tender)	Yes / No
4	<b>FORM B</b> (Status of the bidder)	Yes / No
5	<b>FORM C1</b> (Details of work carried out during the last seven years by the bidder)	Yes / No
6	<b>FORM C2</b> (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Yes / No
7	<b>FORM C3</b> (Details of bidder as per the format provided in Form C-3 of the Tender Document)	Yes / No
8	<b>FORM-D</b> (Notorized affidavit to deploy required machinery/equipment/service equipment of for fulfilling the required quantity)	Yes / No
9	CA Certificate of Net worth and Turnover as per format provided in <b>FORM E</b> of the Tender Document	Yes / No
10	Undertaking of Genuineness of Document as per format provided in <b>FORM F</b> of the Tender Document	Yes / No
11	Undertaking of Indemnity as per format provided in <b>FORM G</b> of the Tender Document	Yes / No
12	Declaration of site visit as per format provided in <b>FORM H</b> of the Tender Document	Yes / No
13	Declaration of unconditional offer as per format provided in <b>FORM I</b> of the Tender Document	Yes / No
14	Declaration of not Blacklisted as per the format provided in <b>Form J</b> of the Tender Document	Yes / No
15	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document as per format provided in <b>FORM K</b> of the Tender Document	Yes / No
16	Power of Attorney to sign the documents	Yes / No



17	Power of Attorney to Lead Member in case of Consortium	Yes / No
18	Consortium Agreement/ Joint Bidding Agreement as per the format provided in the RFP (Applicable in case of Consortium Bidder	Yes / No
<b>(B) PRICE BID</b>		
1	Online Price Bid submission in <b>Form 'AA' (To be submitted online only)</b>	Yes / No
19	<b>Annexure 1:</b> List of Approved Banks to GMDC for EMD and Performance Security if Bidder intends to submit Bank Guarantee (Except - Cooperative Bank)	Yes / No



## FORM – B

(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)

### Status of the bidder

Name of the Contractor:	
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 Contractor:	
GST Registration No. of Contractor:	
SAC/HSN Code under GST of Contractor:	
PF Registration No.:	



## FORM – C1

(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)

### DETAILS OF WORK CARRIED OUT DURING THE LAST SEVEN YEARS BY THE CONTRACTOR

Sr. No.	Description of work with Workplace / 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 such as Work Order/ Client certificate/ Agreement.

**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 seven years by the bidder in below format in addition to the details submitted in the Form-C-1:**

**(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)**

Bidder	Quantity in Lakh M <sup>3</sup>						
	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	YEAR-6	YEAR-7

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



## FORM – C3

### DETAILS OF CONTRACTOR

(To be submitted by Single Bidder / all Consortium members in case of a Consortium Bidder)

Particulars	
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 blacklisted 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

### AFFIDAVIT

**TO DEPLOY REQUIRED MACHINERY/EQUIPMENTS/SERVICE EQUIPMENTS OF REQUIRED CAPACITY**

**(On Non-Judicial Stamp Paper of RS 300/-)**

**(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)**

I/We, \_\_\_\_\_, Partner / Director / Legal Attorney / Accredited  
Representative of M/s. \_\_\_\_\_ solemnly declare that:

1. I/We am/are submitting Tender for the work \_\_\_\_\_  
\_\_\_\_\_ against Tender No. \_\_\_\_\_
2. I/We hereby confirm that we shall deploy required machinery/equipment/service equipment etc. for fulfilling the required quantity as per tender document.

**SIGNATURE OF THE BIDDER  
WITH SEAL**

Dated .....

**Seal of Notary**



## FORM – E

### PROFORMA FOR CERTIFICATE OF NETWORTH AND TURNOVER.

(To be submitted by Single Bidder / All members of the Consortium in case of a Consortium Bidder)

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 and Turn Over of the firm M/s \_\_\_\_\_ are as under:

1. Net Worth = Rs. \_\_\_\_\_ as on 31/3/2024. or  
Rs. \_\_\_\_\_ as on 31/3/2025
2. Turn Over = Rs. \_\_\_\_\_ for the Year 2020-21.  
Rs. \_\_\_\_\_ for the Year 2021-22.  
Rs. \_\_\_\_\_ for the Year 2022-23.  
Rs. \_\_\_\_\_ for the Year 2023-24.  
Rs. \_\_\_\_\_ for the Year 2024-25.

Average Turnover of Rs. \_\_\_\_\_ (for Year \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_)

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



## FORM – F

### (FORMAT FOR AFFIDAVIT)

(On Non-Judicial Stamp Paper of RS 300/-)

(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)

### AFFIDAVIT

#### UNDERTAKING REGARDING GENUINENESS OF DOCUMENTS

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

- i. We are submitting Tender for the work \_\_\_\_\_  
\_\_\_\_\_ against Tender No. \_\_\_\_\_
- ii. None of the Partners of our firm is relative of employee of \_\_\_\_\_ (Name of the Company)
- iii. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct, and true.
- iv. All documents/credentials submitted along with this Tender are genuine, authentic, true, and valid.
- v. If any information and document submitted is found to be false/incorrect at any time, GMDC may cancel my Tender and take action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our firm and all partners of the firm etc.

#### **SIGNATURE OF THE CONTRACTOR WITH SEAL.**

Dated .....

**Seal of Notary**



## FORM – G

**(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)**

(On Letter head of the bidder)

### UNDERTAKING

To,  
Sr. General Manager (Tech-1),  
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 contractor/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 Contractor)**



## FORM – H

(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)

### DECLARATION ABOUT THE SITE VISIT

(On letter head of the Contractor)

**Name of Works: Mining Contract involving Overburden removal, Excavation and/or Loading of Bauxite from mines face and ancillary activities of Bauxite Project Mevasa**

We \_\_\_\_\_ hereby certify that we have visited the site in respect of Tender No. \_\_\_\_\_ for all the works mentioned above **for Bauxite Project Mevasa**. 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, manpower, 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.

**SIGNATURE OF THE CONTRACTOR  
WITH SEAL.**

Dated .....



## FORM – I

(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)

### DECLARATION OF UNCONDITIONAL OFFER

(On letter head of the Contractor)

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

**SIGNATURE OF THE CONTRACTOR**

**WITH SEAL.**

Dated .....



## FORM – J

(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)

### DECLARATION

(On letter head of the Contractor)

FROM:

DATE:

To,

Sr. General Manager (Tech-1),  
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 we as a bidder or any member of the consortium or any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been blacklisted, debarred, banned or put on holiday list by the Central Govt. or the State Govt. or its undertakings during last 3(three) years from the date of uploading of NIT.

I/we have not made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or;

I/we have no records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. There has been no rescission of a contract of JV on account of reasons other than non-performance, such as the most experienced partner (lead partner) of JV pulling out.

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



## FORM – K

**(To be submitted by Single Bidder / Lead Member of the Consortium in case of a Consortium Bidder)**

**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 .....



**Format of Power of Attorney for Authorizing Bidder's Signatory  
(On a Stamp Paper of Value Rs. 300)**

**[To be provided by Single Bidder/ All members of Consortium if the Bidder is a Consortium]**

KNOW ALL MEN by these presents that we, .... [name of the firm], a FIRM incorporated under the \_\_\_\_\_ and having its Registered Office/ office at .... [Address of the Company firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the Tender for \_\_\_\_\_ [Name of the Assignment] ("Project"), the Company/ firm is submitting Bid for the project and GMDC and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint or authorize Mr. \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the authorized signatory of the company/ firm in connection with the request for proposal titled (Name of the Tender) Tender Number: \_\_\_\_\_ dated \_\_\_\_\_, issued by the (Name of the other party) (the "Tender") and to execute and deliver for and on behalf of the Company the Tender documents and to comply with any other requirements connected to or arising from the Tender documents and/or from the Tender process for the firm/company in its name and on its behalf, that is to say:

To act as the Company's/firm's official representative for submitting the Bid Comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith.

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid Tender.

To Tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Proposal and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the compliance of the requirements with any other requirements connected to or arising from the Tender documents and/or from the Tender process.

<p>The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 20__ in the presence of [name &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the Company/firm of [name of the company]</p>	<p align="center">----- [name &amp; designation of the person]</p> <p align="center">----- [name &amp; designation of the person]</p>
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## **Format of Power of Attorney to Lead Member [ Applicable in case the Bidder is a Consortium]**

Whereas the GMDC (the "Authority") has invited bids from interest parties for the Appointment of \_\_\_\_\_ (Project Name) (the "Project/ Assignment"). Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS We,  
M/s \_\_\_\_\_ having our registered office at \_\_\_\_\_, and  
M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_,  
(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20....

For \_\_\_\_\_ (Signature, Name & Title)

For \_\_\_\_\_ (Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium)



(On letter head of the Contractor-To be produced at the time of release of  
Security Deposit and Bank Guarantee)

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

**Name of Works: Mining Contract involving Overburden removal, Excavation and/or Loading of Bauxite from mines face and ancillary activities for Bauxite Project Mevasa.**

### NO DEMAND CERTIFICATE

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 **for Bauxite Project Mevasa.**

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) \_\_\_\_\_

**Date:**



**PRICE BID FORM – AA (To be submitted online on <https://gmdctender.nprocure.com>)**

(If the price Bid / Financial Proposal is submitted offline in Physical form or submitted as part of Technical Bid/ proposal then such Bids of the Bidder shall be summarily rejected)

Name of Work:

Name of Contractor:

Address:

**PRICE BID FORMAT – AA (To be submitted online)**

1.Mechanized Mining Charges with Mechanized Crushing and Screening					
Sl. No	Description	Total Quantity (Metric Tons)	Unit (Metric Tons (MT))	Quoted Rate	Total Price
				Rate in INR /Unit*	Rs.
1	Mechanized Mining, Mechanized Crushing and Screening**, Sorting, Grading and Stacking of Various Grades of Bauxite as per Table 1 of Section 6.4	12,50,000	MT	A	To be filled online only

\*Rs/Unit, unit represents Metric Tons; the quoted rate is exclusive of GST but inclusive of all other applicable taxes, duties, surcharge and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC.

In case the Crushing and Screening operations have been directed by GMDC to be accomplished manually, the Contractor shall be remunerated at 95% of the rate quoted for Mechanized Mining Charges with Mechanized Crushing and Screening.

In case of ROM stacking & dispatch without the need of Mechanized or Manual Crushing and Screening, Sorting and Grading, the contractor shall be remunerated at a rate 50% of the rate quoted for Mechanized Mining Charges with Mechanized Crushing and Screening.

\*\*Note: The Contractor is required to provide Price Bid for Mechanized Mining Component with Mechanized Crushing and Screening under **PRICE BID FORM – AA**. The Contractor is supposed to follow either Mechanized Crushing and Screening or Manual Crushing and Screening as per the guidelines of GMDC.

The Price Bid for declaration of L1 Bidder will be calculated as under:

**PRICE BID= A**

- The bidder quoting lowest Price Bid .e. "A" in table placed above will be declared as L1 Bidder.
- If multiple bidders quote the same Price Bid i.e. "A" in table placed above , in that case bidder with higher technical experience under Section 8.5, will be declared L1 Bidder.
- L1 bidder may be called for discussion after bidding for discussion on rate quotations for Mechanized Mining Charges with Mechanized Crushing and Screening.
- To assist in the scrutiny, evaluation and comparison of bids, GMDC may, at its discretion, seek from any or all bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid. The request for clarification and response shall be in writing or by mail, but no change in the final price or substance of the bid shall be permissible.
- During the currency of the Contract at any point in time GMDC decides to shift from Mechanized Crushing and Screening to Manual Crushing and Screening or undertake portion of work Manual Crushing and Screening , in such case the successful bidder will be paid a rate 5% lesser than the rate quoted under "Mechanized Mining Component with Mechanized Crushing and Screening and thereafter Sorting, Grading , Transportation up to the Stack and Stacking of various grades of bauxite"

Signature of contractor with seal

Dated: \_\_\_\_\_



## 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 Contractor)  
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.....20

To

Sr. General Manager (Tech-1),  
Gujarat Mineral Development Corporation GMDC.  
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..... (hereinafter called "Contractor") 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 Contractor 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 Contractor 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 Contractor of any of the terms or conditions contained in the said Bidding Document by reason of the Contractor'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 Contractor 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 cause to or suffered by GMDC on account hereof to the extent of the EMD required to be deposited by the Contractor in respect of the said document and the decision of GMDC that the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor or for any forbearance act or omission on your part or any indulgence by you to the said Contractor 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 Contractor 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 Contractor at this time when proceeding is 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 Contractor or the said Bank shall not discharge our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20. \_\_\_\_\_ for \_\_\_\_\_ (Name of Bank)

Yours faithfully

For.....

(Name of the Bank)



## PROFORMA FOR CONSORTIUM AGREEMENT

(To be executed on the Non-Judicial Stamp Paper of appropriate Value)  
(To be executed between Members of the Bidding Consortium) This Consortium

Agreement made and entered into on \_\_\_\_\_ day of 20xx.

### BY AND BETWEEN

\_\_\_\_\_ (Name of the Lead Member), a Company registered under the laws of \_\_\_\_\_ (Name of the Country) with its Head/Registered Office at \_\_\_\_\_ (Address of the Head/Registered Office) and a place of business in \_\_\_\_\_ (Address of place of business) (hereinafter referred to as “The Lead Member”) and represented by Mr./Mrs./Ms. \_\_\_\_\_ (Name of Authorized Signatory) of the FIRST PART.

### AND

\_\_\_\_\_ (Name of the Other Member), a Company registered under the laws of \_\_\_\_\_ (Name of the Country) with its Head/Registered Office at \_\_\_\_\_ (Address of the Head/Registered Office) and a place of business in \_\_\_\_\_ (Address of place of business) (hereinafter referred to as “The Other Member”) and represented by Mr./Mrs./Ms. \_\_\_\_\_ (Name of Authorized Signatory) of the SECOND PART;

The Party of the FIRST PART and the Party of the SECOND PART are collectively known as “Parties”.

The Party of the First Part is hereinafter referred to as “The Lead Member” and the Party of the Second Part as the “Other Member”.

### WHEREAS,

- (a) Gujarat Mineral Development Corporation Ltd., a Government of Gujarat Undertaking and having its registered office at GMDC “Khanij Bhavan”, 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad-52, Gujarat, (herein after referred to as the “GMDC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bids”) by its TENDER DOCUMENT No. [●] dated [●] (the “TENDER DOCUMENT”) for prequalification and short-listing of bidders for Selection of contractor for operation of **Bauxite Project Mevasa** (the “Project”).
- (b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the TENDER DOCUMENT and other Bidding documents in respect of the Project, and
- (c) It is a necessary condition under the TENDER DOCUMENT that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid.

### NOW IT IS HEREBY AGREED as follows:

#### 1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning given thereto under the TENDER DOCUMENT.



## 2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (this “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## 3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a Joint Venture Company (the “JV”) as a Limited Liability Company under the Indian Companies Act, 2013 for entering into the contract agreement with GMDC and for performing all its obligations as the contractor in terms of the Contract Agreement for the Project.

## 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Member of the Consortium and shall have Board Resolution in its favour from the Other Member for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing date of the Contract Agreement when all the obligations of the JV Company/ CONTRACTOR shall become effective;
- (b) In addition to the above,
  - (i) the role of the Party of the First Part shall be to comply with all the responsibilities and obligations of the Lead Member as mentioned in this Agreement and TENDER DOCUMENT;
  - (ii) the role of the Party of the Second Part shall be to comply with all the responsibilities and obligations of the Other Member as mentioned in this Agreement and TENDER DOCUMENT

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms contract agreement.

## 6. Shareholding in the JV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the JV Company shall be as follows:  
First Party (Minimum 51%): [●] %  
Second Party (Minimum 26%: [●] %
- 6.2 The Parties undertake that no change in the above ownership of the subscribed and paid up equity share capital of the JV shall be permitted throughout the Contract Period, without the prior written approval of GMDC.
- 6.3 The Parties undertake that a minimum of 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the JV shall, at all times till expiry or termination of Contract Agreement, be held by the Party of the First Part.
- 6.4 The Parties undertake that a minimum of 26% (twenty-six percent) of the subscribed and paid up equity share capital of the JV shall, at all times till expiry or termination of Contract Agreement, be held by the Party of the Second Part.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the TENDER DOCUMENT and the Contract Agreement.

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the



charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry or termination of Contract Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by GMDC to the Bidder, as the case may be.

## 9. Miscellaneous

- 9.1 This Consortium Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of GMDC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
First part i.e. LEAD MEMBER by

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
Second Part i.e. OTHER MEMBER by

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.



**Notes:**

- (a) The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under company's round seal affixed in accordance with the required procedure.
- (b) Each Consortium Member should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- (c) For a Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney/resolution has been executed.



## Annexure 1:

### List of Approved Banks to GMDC for EMD and Performance Security if Bidder intends to submit Bank Guarantee (Except -Cooperative Bank)

Finance Department, Government of Gujarat's GR No: FD/MSM/e-file/4/2024/2859/D.M.O. Dated: 01/05/2025 Read: FD GR.No.: FD/MSM/e-file/4/2023/4020/D.M.O. Dated: 11/03/2024 specified list of Approved Banks as follows.

#### Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2024/2859/D.M.O.

Date: 01/05/2025

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

#### ❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2026. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	22	South Indian Bank
2	AU Small Finance Bank	23	Standard Chartered Bank
3	Bandhan Bank	24	Tamilnad Mercantile Bank
4	Barclays Bank	25	Utkarsh Small Finance Bank
5	City Union Bank	26	YES Bank
6	CSB Bank	27	Ahmedabad Mercantile Co-op. Bank
7	DBS Bank India Limited	28	Nutan Nagrik Sahkari Bank Ltd.
8	DCB Bank	29	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	30	Saraswat Co-Operative Bank Ltd
10	ESAF Small Finance Bank	31	SBPP Co-operative Bank Ltd.
11	FEDERAL Bank	32	SVC Co-Operative Bank Ltd.
12	HDFC Bank	33	The Cosmos Co-op Bank Ltd.
13	HSBC Bank	34	The Gujarat State Co-operative Bank
14	ICICI Bank	35	The Mehsana Urban Co-Op. Bank
15	IDBI Bank	36	The Surat District Co-op Bank
16	IDFC First Bank	37	The Surat People's Co. Op. Bank Ltd
17	Jammu and Kashmir Bank	38	The Kalupur Commercial Co-op. Bank
18	Jana Small Finance Bank	39	The Panchmahal District Co-operative Bank
19	Karnataka Bank	40	The Baroda District Co-operative Bank
20	Karur Vysya Bank	41	Baroda Gujarat Gramin Bank
21	Kotak Mahindra Bank	42	Saurashtra Gramin Bank

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

(Arvind V.)

Joint Secretary (Budget)  
Finance Department



## **Gujarat Mineral Development Corporation Ltd.**

(A Government of Gujarat Enterprise)

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Khanij Bhavan, 132 Feet Ring Road,  
Near University Ground, Vastrapur, Ahmedabad – 380 052

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