

e - TENDER NO – GMDC /Geo/ML/001 / 18-19

e-TENDER

FOR

PREPARATION

OF

MINERAL CONCESSION PROPOSALS (Mining lease applications) AS PER LATEST APPLICABLE GUIDELINES UNDER SECTION 5(1) OF THE MINES & MINERALS (DEVELOPMENT & REGULATION) Act -1957 & OBTAINED REVENUE , FOREST & TECHNICAL OPINION FROM DISTRICT AUTHORITES THEREON, FOR LIGNITE & ASSOCIATED MINERALS FOR DAMLAI-PADAL(Bharuch) , VALIA(Bharuch) , GHALA(Surat) & LAKHPAT (Kutch) LIGNITE BLOCKS RESERVED FOR GMDC UNDER SECTION 17A(2) OF MMDR ACT - 1957

(TECHNICAL BID)



GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
Government of Gujarat Enterprise)

Khanij Bhavan, 6th Floor, "A" Tower, 132 ft Ring Road, Near University Ground,
Vastrapur, Ahmedabad –380 052
Telephone: 27912356, 27913200 Fax: 27911454, 2791303

E – Tender No. GMDC/GEO/ML/ 001/18-19

Work Description	:	PREPARATION & SUBMISSION OF MINERAL CONCESSION PROPOSALS (Mining lease applications) AS PER LATEST APPLICABLE GUIDELINES UNDER SECTION 5(1) OF THE MINES & MINERALS (DEVELOPMENT & REGULATION) Act -1957 & OBTAINED REVENUE , FOREST & TECHNICAL OPINION FROM DISTRICT AUTHORITES THEREON, FOR LIGNITE & ASSOCIATED MINERALS FOR DAMLAI-PADAL(Bharuch) , VALIA(Bharuch) , GHALA(Surat) & LAKHPAT (Kutch) LIGNITE BLOCKS RESERVED FOR GMDC UNDER SECTION 17A(2) OF MMDR ACT - 1957
Place of work	:	Damlai – Padal & Valia – Dist : Bharuch Ghala – Dist – Surat Lakhpat – Dist Kutch
Period of contract	:	One year from LOI
Tender Fee	:	Rs 3000/- by DD / Pay order in favour of Gujarat Mineral Development Corporation
EMD	:	Rs. 2 lakhs (two lakhs only) only by DD / Pay order in favour of GMDC payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (Except Co-operative Bank).
Availability of offer	:	On website www.GMDCItd.com https://www.nprocure.com www.GMDC.nprocure.com
Last date & time of on line submission of Tender	:	01/10/2018 up to 12.00 Hrs
Last date & time of submission of EMD & offer necessary supporting documents to GMDC office	:	01/10/18, up to 15.00 hrs at Sr.General Manager (Geo) GMDC office "Khanij Bhavan", 7 th Floor, 'A' Wing, 132 ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad – 380 052
Date & time of on Line opening of preliminary bid	:	01/10 /2018 at 16.00 hrs at GMDC office "Khanij Bhavan", 7 th Floor, 'A' Wing, 132 ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad – 380 052
Note : 1) GMDC reserves the right to reject any or all the offer or split the work between more than one bidder without assigning any reason thereof.		

Chapter 1

1 GMDC:

Gujarat Mineral Development Corporation Limited (GMDC), a Government of Gujarat Enterprise, is a pioneer organization in the field of mining for more than three decades, catering to the needs of the minerals and solid fuel for the industries based in and outside Gujarat. GMDC's mining activities are spread over in Kutch, Jamnagar, Bharuch, Baroda and Banaskantha districts of the State. It is currently dealing in minerals like Bauxite, Fluorspar, Ball Clays, Silica sand and Lignite. The Corporation has also 250 MW lignite based Thermal Power Station at Nani Chher in Kutch, The Corporation has annual turnover of about Rs. 1226 Crores,

The grant of mineral concession is governed by the "Mines and Minerals (Development and Regulation) Act, 1957". The Central Government vide notification dated 27th March 2015 enacted "The Mines and Minerals (Development and Regulation) Amendment Act, 2015", to further amend the Mines and Minerals (Development and Regulation) Act, 1957. As per section 17A (2) of Mines and Minerals (Development and Regulation) Act 1957, the State Government may with the approval of the Central Government, reserve any area not already held under mining lease for undertaking mining operations through a Government Company owned or controlled by it.

GMDC had submitted following proposals to Ministry of coal for reservation of following lignite blocks for lignite mining activities.

1400 Hect area of Damlai block in Ta : Jhagadia, Dist – Bharuch.

1600 Hect area of Ghala block in Ta –Mandvi, Dist –Surat.

3015 Hect area of EFG block in Taluka : Valia, Dist – Bharuch.

2973 Hect area of Lakhpat block in Taluka :Lakhpat, Dist – Kutch.

In respond, Ministry of coal vide letter dated 17th Feb -2016, 24th June – 2016 & 07th December 2016 accorded approval of central Government for reservation of above mention four lignite blocks for lignite mining in favour of GMDC under provision of section 17A(2) of MMDR act

Later on State Government had obtained exact boundary of the aforesaid blocks from NLC India ltd and vide "The Gujarat Government Gazette (Extraordinary) dated 07/07/2017, Published a notification for all four lignite blocks specifying the boundaries of the blocks (area) being reserved under section 17A(2) of MMDR act 1957 in favour of GMDC Ltd.

DESCRIPTION OF THE CURRENT WORK :

As per condition no (e) of Ministry of coal letter dated 17th Feb -2016, 24th June – 2016 & 07th December 2016

"Before granting "mining lease" in respect of area reserved under section 17A(2), State Government shall obtain "prior Approval "of Ministry of Coal , Government Of Indial under section 5 of MMDR Act.

In view of above now , GMDC is interested to carry out the work of Preparation & Submission of Mineral concession proposal i.e Mining lease applications as per latest guideline & obtained Revenue , Forest & technical opinion from district authorities thereon , for lignite and associated minerals for following four lignite blocks

1400 Hect area of Damlai block in Ta : Jhagadia, Dist – Bharuch.

1600 Hect area of Ghala block in Ta –Mandvi, Dist –Surat.

3015 Hect area of EFG block in Taluka : Valia, Dist – Bharuch.

2973 Hect area of Lakhpat block in Taluka :Lakhpat, Dist – Kutch.

The detailed methodology for preparation of mining lease applications its submission to District Geologist Office and collection of Revenue , Forest & Technical opinion is explain in length in “Scope of Work chapter”

Chapter No – 2

Instruction to Bidders for Online Tendering

E- tendering

Tender documents are available only in electronic format which the prospective Bidders can download from website www.gmdcltd.com and <https://nprocure.com>

1 THE TENDER & THE OFFER:

It is a three-bid system. The bid is required to be submitted on line at <https://nprocure.com> by the date and time prescribed in the tender notice as under :

Part - I Preliminary Bid

- To be submitted online about the details of document fee and EMD.

Part - II Technical bid

Technical bid documents i.e. form A etc. are to be submitted on line. However, the documents required to be submitted in support of experience, financial position, status of the bidders, man power , technical capability etc. as well as tender fee and EMD in the desired form shall be placed in sealed cover superscribed "TECHNICAL BID, Tender No. and Name of work, should be submitted separately at Corporate Office, Ahmedabad before stipulated time.

Part - III Price-bid

to be submitted on line only before the stipulated time.

- 1.1 If the EMD and tender fee are not found in the sealed technical bid document cover or if the amounts thereof is found short, the tender will not be considered for scrutiny and will be out rightly rejected.
- 1.2 The GMDC reserves the right to reject any or all the tenders or split the work between more than one bidder without assigning any reason thereof.

1.3 GMDC reserves the right at its own discretion to accept or to reject or any/all the offers partly or fully at any stage of the process and/or modify the process without assigning any reason whatsoever and also to seek additional information from prospective bidders who respond to this tender.

Tender documents are available only in electronic format which bidders can download free of cost from the website www.GMDCLtd.com and <https://nprocure.com>

All bids should be submitted online through the website <https://nprocure.com> only. No physical submission of price and will be entertained as it should be furnished on-line only. Also no fax, e-mail, letters will be entertained for the same.

Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Ahmedabad.

[1] Tender Fee, [2] E.M.D. [3] Supporting Documents for Technical Bid.

The bidders who wish to participate in online tenders will have to produce/should have legally valid Digital Certificate (Class III) as per information Technology Act, using which they can sign their electronic bids. The 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 clauses 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 403, GNFC, Infor-Tower , Bodakdev
Ahmedabad-380 054 (India)

Tel : +91 26857316/17/18 Fax : +91 79 26857321

Toll Free : 1800 -233-1010

E-mail : nprocure@gnvfc.net

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.

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.

(n) code solutions reserves the rights to issue digital signature certificate after verification of applications forms/supporting documents submitted by bidders.
(n)code solutions is fully authorized to issue digital signature certificate to bidders.

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

Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd., bidders are requested to take benefit of the same(Advance Confirmation to (n) code is requested).

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.

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

Opening of bids

E-tendering procedure is explained in detail as above.

Preliminary bids will be opened after verification of receipt of payment towards Tender document fee and EMD. The prospective bidder will able to view it on their computers on date and time notified in tender notice.

On verification of the supporting documents, technical qualification of the bidders will be assessed. The bidders will be communicated the date and time of on line opening of price bids by fax or telephone or email or SMS. However, all the bidders will be able to view the price bids online on their computers at their place.

1.4 Preamble

- 1.4.1 This tender document is intended to give a general description of nature of the work and the quality envisaged for the material, workmanship and the finished product. It is not intended to cover all minute details. The work shall be executed in accordance with latest Act & rule with best practices and to the complete satisfaction of the GMDC.
- 1.4.2 The information given in this tender document is given in good faith and meant to serve as a guide to enable the prospective bidders to submit their offer. It is, imperative that the bidders shall obtain and examine, for himself, all the data, information and particulars required for the satisfactory execution of the work covered under the scope of tender inquiry.
- 1.4.3 In the event the space provided in the tender forms is insufficient for the required purpose, additional sheets may be added. Each such additional sheet must be numbered consecutively showing the tender number and duly signed. In such cases, reference to the additional sheets must be made in the Tender proposal form.
- 1.4.4 Price bid will not be opened unless part I & II tender is complete in all respects and bidders are found to have adequate experience and resources for executing the Work. The price bid of only technically qualify bidders shall be opened.
- 1.4.5 The tender document and forms referred to in the tender, if not returned or if returned but not duly filled in and signed, will result in rejection of the tender.

1.5 Examination

- 1.5.1 The bidders shall carefully examine the tender document including all amendments/addendum and corrigendum, if issued, and other details relating to the work and acquaint himself fully with all the conditions and matters therein, which may, in any manner, affect the work and the cost thereof.
- 1.5.2 The bidders shall be deemed to have obtained all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his tender, the progress and performance of the contract and to have taken into account all conditions and matters that may affect his works under this tender and cost thereof.
- 1.5.3 The bidders shall be deemed to have visited the proposed lignite block site and its surroundings, carefully examined and satisfied himself about the existing site conditions, availability of local facilities, means of transport, water etc. and to have quoted rates, taking into consideration all such conditions and matters, which may, in any manner, affect the work and the cost thereof.

- 1.5.4 The bidders shall be deemed to have acquainted himself with all Government, and Labour laws, statutes, regulations, rules or notifications relating to taxes, levies and other charges relating to the work at the site or otherwise as applicable from time to time. The rates quoted by the bidder shall not include any Government taxes, levies and other charges relating to his work at site as applicable from time to time.
- 1.5.5 Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender, shall not absolve him of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of the tender document.
- 1.5.6 Any conditional tender will be rejected outright and no claim whatsoever in respect thereof shall be entertained. The Management of GMDC reserves the right to reject / cancel any or all tenders without assigning reasons and to negotiate with any Bidder for more favourable rates

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

- 1.6 GST : if applicable, will be paid/adjusted/reimbursed to the Bidder as per the prevailing rates and rules as per act to the extent directly related to the services rendered by the Bidder under the said contract subject to production of documentary proof and Bidder will mention the GST amount separately in the invoice/bill after considering the abatement, if any.

Validity of the offer:

The bidder agrees that the rate submitted shall remain valid for acceptance for a period of 180 days from the date of the opening of the tender.

Chapter No - 3

Other important instruction to Bidders

3.1 The Bidder has to make his own arrangement for Approach the proposed lignite block site.

To contact district revenue , collectorate , Geologist ,Forest , Gram Panchyat, Talati and other related offices

3.2 Accommodation / conveyance

lodging and boarding.

3.3 GMDC will provide :

- Actual cost of the village maps collected from DILR office
- Actual cost of 7/12 forms collected from District collectorate office.
- Applicable, Application fees & Security deposit for all lignite blocks application as per act / rule.
- GMDC will reimburse above mention charges / amount on submission of documenter evidence/receipt from respected government Department.

3.4 Rate quotation of work

a). The Bidder has to quote single lumsum rate for entire work in Rs. per lignite block in given price bids.

The Bidder shall quote rates except GST as per format of price bid.

GST, if applicable and payable by the Bidder, shall be reimbursed by GMDC at actual subject to submission of documentary proof of having remitted / adjusted the GST and to the extent directly related to the services rendered by the Bidder under the contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No.

Any other fresh imposition or variation in existing taxes or levies during the currency of the contract by the Govt. if applicable and payable by the bidder shall be reimbursement by GMDC at actual subject submission of documentary proof having remitted/adjusted the same and to the extend directly related to services render by the bidder under this contract.

b). The evaluation of offers will be made on the basis of technical capability and the lowest offer received for the entire work.(All lignite block)

- c) The GMDC reserves the right to accept or overlook or reject any lower offer and / or split the work between more than one Bidders without assigning any reason thereof .

The Bidder is required to quote the rate strictly as per the terms and conditions mentioned in the tender documents. The conditional tender will not be entertained and will be rejected.

The rates quoted by the bidders are firm and no escalation shall be given on any ground whatsoever in nature

3.5 ACCEPTANCE OF LETTER OF INTENT :

The GMDC, on acceptance of the offer , will issue LOI to the bidder , who will be require to confirm its acceptance of the LOI within two weeks from the date of its receipt. If it does not accept the letter of indent within stipulated time period , the amount of the EMD paid will be forfeited and necessary further action may be initiated as may be deemed fit by the GMDC

3.6 COMMENCEMENT OF WORK & DEVELOPMENT OF CAPACITY:

The Bidder will have to start the work within 15 (Fifteen) days from the date of receipt of the Letter of Intent, by deploying adequate nos. man power to carry out the job.

In case of failure to commence the work within 15 days from the date of receipt of the LOI or in failure to achieve the capacity as scheduled above, the contract may be terminated, at the discretion of GMDC resulting forfeiture of EMD submitted by bidder.

3.7 CONTRACT AGREEMENT:

The bidders ,along with payment of security Deposit, shall have to enter into agreement with the GMDC on appropriate Stamp paper(to be provided by the bidder) as a taken of acceptance of the terms and conditions of the contract, within 10 days of submission of its acceptance of LOI.

In the case of any necessity arising after executing the agreement and during the execution of the work which requires alteration/notifications in the agreement, that can be made with mutual understanding between the parties and consent of Bidder and GMDC. The same shall be within writing.

The bidder shall also indemnify GMDC against any claim, compensation, damage, loss, penalty etc for compensation, damage, loss, penalty etc for compensation, damage, loss, penalty etc for breach and/or non fulfillment of prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of the contract.

Confidentiality clause :

The Agency cannot, without agreement of the GMDC, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Contract / Bid Document or information received from the GMDC.

Further, Agency is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by GMDC. The GMDC retains the right to claim damages from the Agency in the case where these documents have been used without such written consent.

However, these obligations do not apply to documents for which it can be demonstrated that:

1. Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
2. Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
3. Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

Regarding the application of this clause, the experts appointed by the GMDC are not considered as third parties, and for this reason they have to respect, towards the Agency, the same obligations as the GMDC in these matters.

Any document, other than the Agreement itself, enumerated shall remain the property of the GMDC and shall be returned (all copies) to the GMDC on completion of the Agency's obligations under the Agreement, if so required by the GMDC.

3.8 GENERAL:

GMDC will not be responsible for any postal delay whatsoever.

If the tender documents and forms referred to in the offer are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection.

In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.

Canvassing in any form may lead to rejection of the offer.

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

3.9 ACCEPTANCE OF GENERAL TERMS AND CONDITIONS:

The bidders should unconditionally accept all the terms and conditions of the contract by signing on each page of the technical bid document of the tender including annexures.

3.10 EMD

The bidders should enclose separate crossed demand draft in favour of GMDC payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except Co-operative Bank) in the form and manner acceptable to the GMDC worth Rs. 2.00 lakhs (Rupees two lakhs only) towards Earnest Money Deposit along with the documents of technical bid in the cover so super-scribed. In absence of the DD for EMD or inadequate amount of EMD, the offer will be rejected.

3.11 DECLARATION

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

3.12 BLACK-LISTING OF THE BIDDER:

The bidders should NOT have been not black listed by any Government Organisation, nor should any litigation should be pending against any of them. The bidders will submit declaration to this effect along with the technical bid. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

Chapter - 4.

Qualifying Criteria

4.1 Experience

- a. The Bidder should have minimum three years experience of Geological & land related consultancy & preparation of mining plan & EC.
(Minimum 12 mining plan of major or minor minerals)
- b. DGPS & Topography survey
(Minimum 10,000 Hect DGPS or topography survey work)
- c. Bidder has to submit documentary evidence along with technical bid for above work i..e work order & work completion certificate etc.
- d. Technical employee**
 - (i) Minimum three Geologist having MSc/M.Tech degree.
 - (ii) Minimum Three Surveyor with five years experience
 - (iii) Minimum two retired revenue department employee.

(Bidders has to submit documentary evidence clarifying employment details along with technical bid)

4.2 Average Annual turnover of the company in last three years

The annual average turnover of the company in last three years ended on 31/03/2018 should be minimum Rs 50 lacs.

(Bidder has to submit balance sheet of last three years ended on 31/03/2018 years along with technical bid failing which the bid submitted by bidder shall be out rightly rejected)

CHAPTER – 5

Scope of Work

5.1 GMDC invites to offer for Preparation & Submission of Mineral concession proposal i.e Mining lease applications as per latest guideline of applicable act & rule & obtained Revenue , Forest & technical opinion from district authorities thereon , for lignite and associated minerals for following four lignite blocks.

- (a) 1400 Hect area of Damlai block in Ta : Jhagadia, Dist – Bharuch.
- (b) 1600 Hect area of Ghala block in Ta –Mandvi, Dist –Surat.
- (c) 3015 Hect area of EFG block in Taluka : Valia, Dist – Bharuch.
- (d) 2973 Hect area of Lakhpat block in Taluka :Lakhpat, Dist – Kutch.

(1) The above work involves following actions.....

Preparation of Mineral concession proposal & its submission to Local district Geologist office

- Collection of block area co ordinates from GMDC
- Purchase of latest cadastral map from District DILR office
- Geo referencing of cadastral map & Plotting of mining block on each cadastral map
- Preparation of single mining block revenue (cadastral) map by joining all the cadastral map .
- Preparation of proposed lease area map for grant of Mining lease as per requirement of latest guidelines of MMDR / MCR or MCDR.
- Collection of 7/12 forms of each survey Nos within area proposed for Mining leases.
- Preparation of tables showing Village wise / block wise list of S.No , Ownership details & area of each survey No /Block no
- Collection of Geological / Exploration data from GMDC / CGM
- Collection of related data of road , River, canal, Permanent structure, archeological details etc from local talatis , Gram/ District Panchyat / Revenue department.
- Collection of land use data , Gaucher land data from local Talatis
- Collections of Forest land / Reserve forest land / sanctuary / eco sensitive zone information from local & if require State level forest offices.

Bidder has to prepare Mining lease application in prescribed Form – I of latest MCR by using all above mention data

After necessary approval on draft Mining lease application by GMDC , The bidder will submit the Form – I with all necessary enclosure & applicable fees (Born by GMDC) to district Geologist office.

(2) Revenue , Technical & Forest opinion :

After receipt of letter from local Geologist for Revenue ,Technical and forest opinion ,The bidder has to regularly follow up with local Talati , Manlatdar and if required Gram Panchyat and prepared / collect village wise positive revenue opinion from concern Mamlatdar in prescribed format and submit the same to District Geologist office.

Local forest department and ensure that no forest land / Wild life sanctuary or Eco sensitive zone covers in applied area and if so , Bidder will immediately bring this to notice of GMDC.

If possible , GMDC will remove this area from applied mining lease to get forest NOC without any difficulty

If forest area requires for mining , GMDC will separately carry out required procedure under FCA.

The bidder has to collect NOC from local forest department for each mining lease block & submit the same to district Geologist Office.

© If requires by district Geologist , the bidder will also help local geologist office for preparation of technical opinion.

(3) The bidder will remain in close touch with district Geologist office and manage to forward GMDC Mining lease application with positive remark from District office to CGM – Gandhinagar office.

(4) If any back quarry raised by CGM – Gandhinagar office to District Geologist on submitted proposal , The bidder has to help local Geologist office to resolve the same and submit the required information to CGM – Gandhinagar office immediately.

5 DURATION AND QUANTITY OF WORK

(a) The period of the contract is one year from date of receipt of LOI

However, if bidder could not get the basic data from either Geology , revenue or Forest department GMDC reserves the right to increase the time limit with advance intimation to the bidder.

GMDC also reserves the right to split the work between more than one Bidders without assigning any reason thereof.

The tentative schedule of the entire work is as under

Sr No	Nature of Job to be completed	Time duration in months
01	Collection of cadastral plan , 7/12/ forms , forest & revenue information , Technical details from respected department	03
02	Preparation of Mining lease applications	01
03	Submission of ML application to District Geologist office	01
04	Collection of letters for Revenue & Forest opinion from District Geologist office	01
05	Collection/ Preparation & submission of revenue, Technical & forest opinion to district Geologist Office	04
06	Collection of final recommendation letter from District Geologist office to CGM	01
07	Reply of back quarry if any from CGM – Gandhinagar to District office	01

This is purely tentative schedule proposed by GMDC , the actual work may be carried out as per ground / Field situations.

6 RATES:

The bidder has to quote rates except GST as per format of price bid.

Rate quoted shall remain valid for 180 days from the date of opening of the price bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deem fit by GMDC

The firm rate quoted by the Bidder shall be valid for the entire currency of the contract. No escalation shall be given on any ground whatsoever in nature.

The rates quoted by the bidder shall be free from corrections and over writings. Tenders containing over writing, erased rate(s), corrections or illegible rates shall be liable for rejection.

7 EARNEST MONEY DEPOSIT :

A non-interest bearing Earnest Money Deposit of Rs. 2,00,000 /-(Rupees two lakh only) shall be paid along with the tender, and enclosed with Technical Bid documents in seal cover superscribed “TECHNICAL BID”, in form of Crossed Demand Draft in favour of GMDC. payable at Ahmedabad from GoG approved bank.

Bank Guarantee issued by GoG approved bank banks only in India valid for a period of not less than 3 (three) months beyond the proposed contractual period of six months.

Any pending dues against invoice or any other deposit lying with the GMDC will not be adjusted against Earnest money deposit, Any tender submitted without Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders.

The unsuccessful bidder will be refunded the EMD amount by way of crossed cheque within 15 days of finalisation of the tender. In case of Bank Guarantee the same shall be returned in original.

The EMD of the Bidders (the Bidder) shall either be adjusted as a part of security deposit, if desired by the Bidder or shall be refunded by way of crossed cheque on receipt of security deposit amount

If the bidder does not accept the work order issued by GMDC then EMD amount paid by the Bidder will be forfeited.

8 SECURITY DEPOSIT

The Bidder shall pay security deposit @ 5% of the total contract value within 15 days from the issue of Work order.

Security deposit shall not bear any interest.

It shall be refunded to the Bidder, within a period of three months after satisfactory completion of the work. The Bidder shall obtain a certificate to this effect from the Sr General Manager (Geology) for refund of SD.

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

If the Bidder or its employees causes any damage or destroy any property belonging to GMDC .

The shortfall amount of all compensations, penalties and other sums of money payable by the Bidder or recoveries to be made under the terms of this contract which is due but not paid by the bidder in full , etc.

The full & final bills, submitted at Head Office will be processed, after considering following deductions.

GST , Income tax as per provision of Income Tax Act, and other Taxes (and sur-charges) applicable in force from time to time

If any amount becomes payable by 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 bidder for which GMDC will not be responsible for any compensation Liquidated damages or penalty if any. Any other applicable deduction & statutory deductions.

9 STATUTORY OBLIGATIONS:

The Bidder shall be responsible for arranging requisite manpower, and shall also fulfill the provisions of Labour laws, Contract Labour Laws etc if applicable

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 bidder for which GMDC will not be responsible for any compensation.

The selected Bidder shall also indemnify the GMDC against any claims, compensations, damages, loss, penalty etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract

10 LIQUIDATED DAMAGES(L.D.)

1. If the Bidder fails to commence the work within (15) days of receipt of LOI, liquidated damage @ Rs. 10,000/- per day shall be leviable, for a maximum period of 15 days. If the Bidder fails to start work even after 15 days, the GMDC will be free to take any action including forfeiture of EMD and termination of contract at the risk and cost of bidder.
- 2 In case of non-completion of work within stipulated time period penalty at the rate of 0.5 % of the Total contract value of the work per week of delay or part thereof subject to a ceiling of 10% of the total contract value of the work is leviable.
3. Corrigendum if any shall be display on website www.nprocure.com only. Please note that there is no provision to take out the list of parties downloading the tender document from the above referred website. As such bidders are requested to see the website once again before due date of tender opening of ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The

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

No separate intimation in respect of corrigendum will be sent to bidders who downloaded the tender document from websites as information in this respect will not be available to websites.

11 NON FULFILMENT OF TERMS & CONDITION AND TERMINATION OF THE CONTRACT

If the Bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Bidder. This however, shall not absolve the Bidder from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Bidder and the Bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.

Likewise, if the Bidder does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Bidder and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Bidder.

For any reasons, if it is required, the GMDC reserves rights to cancel terminate. amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice to the Bidder and without incurring any responsibility. For such cases, Bidder shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

12 DISPUTES & ARBITRATION

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

13 Dispute Resolution; The said clause is reproduced here for your reference.

“The parties shall endeavour, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a “Dispute”) through good faith negotiations.”

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

14 FORCE MAJEURE

14.1 Force majeure is herein defined as any cause which is beyond the control of the Bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i. natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

14.2 The Bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.

14.3 For delay arising out of Force Majeure, the Bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

If any of the Force Majeure conditions exists in the place of operation of the Bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations

14.4 The Bidder of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after Bidder's performance of his obligations has been delayed for other causes.

15. TERMINATION OF THE CONTRACT

In case of Bidder's failure to carry out the work to the satisfaction of

GMDC as per terms of the contract, GMDC can at its sole discretion, terminate the contract and/or forfeit the Security Deposit. This will, however, not absolve Bidder from the obligation to fulfill other terms and conditions of the contract. In such a case, the Bidder will have no right whatsoever to claim any compensation for the same. The decision of GMDC in this regard shall be final and binding upon Bidder.

In case of any changes in the directives of Central/State Government regarding mining operation / and execution of work related thereto, the same shall have to be strictly adhered to and binding upon Bidder/ Bidder for implementation and GMDC will not be responsible for any losses suffered by the Bidder as a result of such changes.

GMDC may terminate this contract at any time during by giving seven days notice to the Bidder without assigning any reason whatsoever.

Technical Bid

FORM - A

Status of the Bidder

Form - A

Sr.No.	Particular	Detail
1	Name of the Company/individual /society /firm	
2	Address	
3	Phone No.	
4	Fax no.	
5	Email-id	
	Name and mobile no of authorized contact person	
6	Financial evolution	
7	Tender fee (Amount / ch/DD no)	
8	EMD(Amount / ch/DD no)	
9	Turn over of the company	
	2017-18	
	2016-17	
	2015-16	
10	No of Geological / land consultancy report prepared in last three years	
	No of mine plan / EC prepared and approved in last three years	
11	Area covered under DGPS / Topography survey in last three years (in Hect)	
12	Man power details	
	Geologist (Nos)	
	Surveyor (Nos)	
13	Revenue officers (Specify)	

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

DECLARATION

(On letter head of the Bidder)

FROM: DATE:

To,
The Sr. General Manager (Geo),
Gujarat Mineral Development Corporation
7TH Floor - "Khanij Bhavan",
132 ft. Ring Road, University Ground,
Vastrapur, Ahmedabad-380015

Dear Sir,

I/we here by solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been black listed by the Central Govt. or the State Govt. or its undertakings.

I/we here by further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the bidder

e - TENDER NO – GMDC /Geo/ML/001 / 18-19

e-TENDER

FOR

PREPARATION

OF

MINERAL CONCESSION PROPOSALS (Mining lease applications) AS PER LATEST APPLICABLE GUIDELINES UNDER SECTION 5(1) OF THE MINES & MINERALS (DEVELOPMENT & REGULATION) Act -1957 & OBTAINED REVENUE , FOREST & TECHNICAL OPINION FROM DISTRICT AUTHORITES THEREON, FOR LIGNITE & ASSOCIATED MINERALS FOR DAMLAI-PADAL(Bharuch) , VALIA(Bharuch) , GHALA(Surat) & LAKHPAT (Kutch) LIGNITE BLOCKS RESERVED FOR GMDC UNDER SECTION 17A(2) OF MMDR ACT - 1957

(Price – Bid)



GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

Government of Gujarat Enterprise)

Khanij Bhavan, 6th Floor, "A" Tower, 132 ft Ring Road, Near University Ground, Vastrapur, Ahmedabad –380 052

Telephone: 27912356, 27913200 Fax: 27911454, 2791303

Price Bid

To be submitted on line only through n – procure.

No physical submission of price bid

Work :

PREPARATION OF MINERAL CONCESSION PROPOSALS (Mining lease applications) AS PER LATEST APPLICABLE GUIDELINES UNDER SECTION 5(1) OF THE MINES & MINERALS (DEVELOPMENT & REGULATION) Act -1957 & OBTAINED REVENUE , FOREST & TECHNICAL OPINION FROM DISTRICT AUTHORITIES THEREON, AND ITS SUBMISSION UP TO CGM – GANDHINAGAR OFFICE ,FOR LIGNITE & ASSOCIATED MINERALS FOR DAMLAI-PADAL(Bharuch) , VALIA(Bharuch) , GHALA(Surat) & LAKHPAT (Kutch) LIGNITE BLOCKS RESERVED FOR GMDC UNDER SECTION 17A(2) OF MMDR ACT - 1957

Name & address of the bidder:

Sr No	Location of Lignite block with area in Hect	Lumpsum rate for above mention work in Indian Rupees except GST
01	1400 Hect area of Damlai block in Ta : Jhagadia, Dist – Bharuch.	
02	1600 Hect area of Ghala block in Ta –Mandvi, Dist –Surat.	
03	3015 Hect area of EFG block in Taluka : Valia, Dist – Bharuch.	
04	2973 Hect area of Lakhpat block in Taluka :Lakhpat, Dist – Kutch.	

GST, if applicable and payable by the Bidder, shall be reimbursed by GMDC at actual subject to submission of documentary proof of having remitted / adjusted the Service Tax and to the extent directly related to the services rendered by the Bidder under the contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No.

Signature of Bidder

Dated: _____

