

## EXPRESSION OF INTEREST

**(1) EOI No: GMDC/LP/01/21-22**

**(2) Name of Work:- Expression of Interest (EOI) for purchase of Ordinary Clay (Sadi Mati) from Lignite Project, Tadkeshwar ; District- Surat, Gujarat of GMDC on long term supply basis.**

**(3) Downloading of EOI document from websites:- 07/05/2021.**

**(4) Last date of submission of Documents at GMDC office:- 21/05/2021 up to 15:00 Hrs.**

For any queries, kindly contact Shri A K Makadia, GM (LP) GMDC on 079 - 2791 2747 or email : [akmakadia@gmdcltd.co.in](mailto:akmakadia@gmdcltd.co.in) or [lp@gmdcltd.com](mailto:lp@gmdcltd.com). The last date for submission of EOI of respective firms letter head along with other information is **21/05/2021 up to 15:00 Hrs.**

### **Address:**

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GMDC Limited, Khanij Bhavan  
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At Lignite Project, Tadkeshwar, during mining activity we encounter Ordinary Clay (*Saddi Matti*) layer in overburden (OB), which can be utilized for leveling the land, filling voids, road and construction purpose etc. Normally for mining of lignite, overburdens lying over the lignite seams are to be excavated and stacked outside mine pit. There are different varieties of clay out of which there is '*sadi matti*' too.

Expression of Interest (EOI) is invited from interested parties for mining of ordinary clay (Sadi Mati) overburden of lignite available at Tadkeshwar lignite mines of GMDC on long term supply basis. The supply of the mineral will be purely on **as is where is and no complain basis**.

It is propose to allot a fresh Dump / in situ plot on the basis of GMDC priority from existing remaining area which will be at different location from present mining operation area for excavation of Sadi Matti. All the cost related to excavation and loading into the dumper and its transportation shall be borne by the selected bidders. In case there is no plot available for mining then the area of Dump may be provided to lift *sadi matti* on the basis of availability. If required and in convenience to GMDC for mining the intervening top soil while excavation it will have to be stacked separately at the place where the GM (P) / Mines Manger directives within 2 to 3 Km area only. It will be the property of GMDC. Bidder will not have any claim on it and shall be given to GMDC free of cost. Where ever possible present agency will do the mining of top soil for the purpose of conservation as per directives of GM (P) / Mines Manger.

The same modality shall be valid only upto validity of GMDC Lease at Tadkeshwar or 5 years whichever is earlier or suitably may be extended on the basis of mutually agreed terms and condition.

**EMD cum Security Deposit:** Interested bidder will have to submit EMD of Rs. 12.50 lakh at the time submission of bid in the form of Demand draft/ BG/in case of FD lien to be marked to GMDC etc valid for 6 months from the date of issue and to be extended further if desired by GMDC. The Demand Draft/ BG/FD must be issued by Scheduled banks approved by Govt. of Gujarat (except co-operative bank) in the form and manner acceptable to GMDC of equivalent amount having validity period of six months after completion of the period of contract. The EMD as well as Security Deposit amount will be interest free. The same shall be refunded to the unsuccessful bidders within 1 month from the date of selection of the successful bidder. The Security Deposit shall be paid by the successful bidder

@ 10% of finalized basic price of the minimum contracted quantity per annum. 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. The Security Deposit will be refunded after successful completion of the contract. This is indicative requirement of SD, where as GMDC will finalise the exact amount of SD on the basis of the proposed requirement of Sadi Matti by selected bidder at the time of entering in to agreement and may review during the time of agreement as per prevailing condition at that time and.

**Quantity & Duration:** The overall quantity will be minimum 10 lakh MT per annum and same may be increased to 50 lakh MT per annum, if desired by the selected bidder as per requirement and subject to availability of same with GMDC as per finalized Terms and Condition in the agreement. As of now expected time period will be upto 5 years and Sadi Matti ( Ordinary Clay) will be provided on the basis of GMDC priority from existing dump or from in situ plot. The duration and quantity may be increased on the basis of mutually agreed terms and condition.

The bidder will have to inform about proposed requirement of Sadi Matti in the bid and the time period for lifting of the same.

For lifting of the Sadi Matti, permission from CGM(likely work permit), Govt. of Gujarat is required and it will be the responsibility of the successful bidder to get its approval for the same from CGM. GMDC will facilitate / help in getting the permission from CGM by providing supporting documents. GMDC will not be held responsible for any delay in getting permission from CGM. The amount to be deposited to CGM as well as to GMDC shall be paid by the bidder in advance before lifting of the Sadi Matti. An amount paid to government instrumentality for the said work will be refunded only if same is refunded to GMDC else for the said amount no claim from selected bidder will be entertained. Whereas any amount lying with GMDC and not paid to government instrumentality will be refundable as per norms of GMDC.

Liquidated Damage @ 5% of finalized Basic Price will be applied to the bidder on the basis of minimum assured quantity being not lifted by the bidder in any financial year and if reasons are attributed to them. The balance unlifted quantity of previous years can be recouped by the successful bidder during the course of the contract and LD paid or deducted can be refunded, where as any government levies paid on LD will not be refunded. The selected bidder will have to enter into an agreement with GMDC with detailed terms and conditions which shall be binding to the bidders.

Interested companies / customers are requested to submit following documents in physical form at address given at last :

- 1) Company Profile
- 2) Short write up of the business of the company
- 3) Permanent Account Number (PAN)
- 4) GST Number
- 5) EMD cum Security Deposit
- 6) Likely quantity of minerals to be required per annum and its duration.
- 7) Expectation if any from GMDC.

All the documents submitted shall be duly signed and sealed by your entity.

In sealed cover also provide the expected basic price which your entity expects to buy it from GMDC other than the excavated cost to be borne by the bidder. The expected basic price will be the basic price which does not include royalty, premium on royalty, DMF, NMET, GST, other taxes, etc applicable. This is to inform that statutory applicable levies will be additional to basic price. The loading of minerals will be in the scope of your entity. All applicable statute is to be complied by your entity. Pl mentions on sealed cover **Expected Basic Price**.

In case any clarification required, GMDC will ask additional documents, GMDC may also ask for presentation too as well as call for meetings and negotiations.

Interested parties may please note that GMDC reserves the right to negotiate the basic price and terms and condition of agreement. GMDC reserves the right to solely at its discretion, to accept or reject any or all the offers at any stage of the process and/or modify the process without assigning any reason whatsoever and also reserves the right to seek additional information from prospective suppliers who respond to this invitation of EOI. The participation in EOI does not provide the right to purchase minerals as per the price quoted by your entity.

**FORCE MAJEURE:**

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 and epidemics, declaration of war.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within

fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

b. The Selected 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.

c. 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 GMDC 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.

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

#### **FORECLOSURE:**

a. 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 selected bidder, Committee comprising of representative of GMDC & selected bidder shall be constituted and Committee will look into the reasons/causes and analyze the conditions as to whether 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 selected bidder.

b. If after study of the prevailing conditions of the contract under execution, committee recommends to Fore Close the contract keeping in view the financial implication to both the GMDC and selected bidder, guideline/Modality of the Fore Closure 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.

**JURISDICTION:** Matter relating to any dispute or difference arising out of this EOI and subsequent contract/Agreement based on the EOI shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

For any queries, kindly contact Shri A K Makadia, GM (LP) GMDC on 079 - 2791 2747 or email : [akmakadia@gmdcltd.co.in](mailto:akmakadia@gmdcltd.co.in) or [lp@gmdcltd.com](mailto:lp@gmdcltd.com). The last date for submission of EOI on respective firms letter head along with other information is 21/05/2021 up to 15:00 Hrs.

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