

# **TENDER NOTICE**

### Tender No.: <u>GPIL/Dolerite/01</u>

Date: 22<sup>nd</sup> July 2021

For and on behalf of Godawari Power and Ispat Limited (GPIL), tenders are invited from bonafide, experienced and financially sound agents for the following work:

Name of work	Contract period	Date of opening (Bid Due Date)
Felicitating sales (As sales agent) of 2 – 2.5 Million TPA Dolerite being extracted as minor mineral from Iron Ore Mines of Godawari Power and Ispat Limited (GPIL) situated at Village - Kacche, Bhanupratapur, District – Kanker, Chhattisgarh	From 1/10/2021 to 30/9/2035	06/08/2021

- **1.** The company (GPIL) will be mining out 2-2.5 Million tonnes per annum of Dolerite from their mines situated in Village-Kachhe, Bhanupratappur, District-Kanker, Chhattisgarh. The Dolerite will be crushed by the company into various sizes as indicated in, but not limited to, as mentioned herein this tender at Clause number 13.
- **2.** This tender is for appointment of Sales Agent (SA) who can facilitate the company in the sales of Dolerite being mined out and crushed into various sizes as mention above.
- **3.** Tender document along with Form (Price Bid Format) are available on our website <u>www.godawaripowerispat.com</u>
- 4. You are requested to submit your tender in the desired format along with the acceptance to the terms of this tender (by signing all the pages of this tender notice) along with the relevant documents either through email or physical submission. The email can be sent to <u>sanjay.bothra@hiragroup.com</u>. The tender form (Price Bid Format) along with tender document is available on the website as mentioned above.
- **5.** The final time and date for submission of online / offline tender paper is 1400 hours on 5<sup>th</sup> August 2021.

- **6.** The company Godawari Power and Ispat Limited (GPIL) will be producing 2 -2.5 Million TPA Dolerite as minor mineral from its Iron Ore Mines located in Village Kacche, Bhanupratapur, District Kanker, Chhattisgarh.
- **7.** GPIL is looking to engage Sales Agent (SA) who can facilitate the sales of Dolerite in the market. For this GPIL and SA shall engage into an agreement.
- **8.** The SA shall be engaged for a period of 14 years from the effective date of the agreement which shall be from the date when GPIL declares the start of production and sales thereof of Dolerite from its mines. The tentative date of start of production and sales is October 2021. Exact date shall be informed to the successful SA in due course of time but on or before October 2021.

## 9. ELIGIBILITY CRITERIA:

- a. The SA shall be financially sound and must have turnover of minimum Rs.10 crore during last financial year that is 2020-21.
- b. The SA shall not be a defaulting party and shall not be engaged in any litigation matter with government or any private party.

## 10. TERMS and SCOPE OF WORK OF SA:

- a. SA shall get the buyers of Dolerite for the company.
- b. SA shall ensure that all such buyers have good payment record.
- c. SA shall be responsible for getting the timely payments from such buyers as per the company's payment policy.
- d. SA shall not engage itself in offering Dolerite in the market against the policies made by GPIL like no extra discount or offerings shall be made to buyers without the consent of the company (GPIL). All such approvals shall be taken in writing from GPIL before passing the same to Buyers.
- e. SA shall ensure that Dolerite is lifted as per the quarterly schedules given by the company from time to time and in no way SA shall act as an exclusive SA of the company. Its company's discretion that they can engage one or more SA for the same market or territory if required quantity of timely sales is achieved.
- f. SA shall only act as a commission agent and shall never claim rights on the material being produced by GPIL.
- g. SA shall make all endeavors at its own cost to market the product (Dolerite).

- h. Company has the right to sell the Dolerite to any party directly or through the SA. Any buyer / party engaged by the company directly, the SA will have no rights on claiming the commission on such sales.
- i. It will be the sole discretion and also the final one, of the company whether or not to sell the material to the buyer for what so ever reasons. SA shall never question the same from the company.
- j. SA shall deposit an interest free security deposit of Rs.25,00,000/- (Rupees Twenty Five Lakh Only) with the company which shall be reimbursed to the party after the end of this agreement or in case of early termination of the agreement.
- k. SA shall ensure that once sales contract is signed the material should be lifted timely by the buyer which otherwise will pile up the inventory at mines and may disrupt the mining operations.
- I. The Security Deposit of SA shall be forfeited and agreement may be terminated by the company in following cases but not limited to:
  - i. The buyer does not make the timely payments even after giving 15 days notice from the due date of the payment.
  - ii. If the SA does not adhere to the terms of the agreement with the company.
  - iii. If the buyer is not lifting the material on time as agreed in the contract (to be signed separately between Company and buyer) after giving notice of 30 days from the last date of lifting of material.

## **11. SCOPE of GPIL (Company):**

- a) The company shall ensure that orders as generated by SA are honored on time and within the limits of specification as committed to the buyer.
- b) The company shall ensure that there is adequate material as per the Quarterly plan given to SA and in no instance any shortage shall be there which might affect the terms of the contract with the buyer.

GPIL Management reserves the right to waive off or modify any terms of this agreement at any point of time and give notice to the SA but no consent of SA shall be taken by the company before making such waivers / modification.

## 12. Conditions for acceptation of tenders.

Scanned copy of the following documents must be submitted along with filled TENDER Document and Form (Price Bid Format):

- a) Credential Certificates / Previous Work order for similar nature work.
- b) IT PAN No. copy/ Latest IT return filed.

- c) Partnership deed/Affidavit of proprietorship/ Memorandum & Article of Association in case of company.
- d) GST Registration Certificate if applicable.
- e) Non refundable Tender Fee of Rs.25,000/- (Rupees twenty five thousand only) and Earnest Money Deposit Rs.25,00,000/- (Rupees Twenty Five Lakh Only) to be submitted vide demand draft in favour of "Godawari Power & Ispat Ltd." payable at Raipur, at our office Godawari Power & Ispat Ltd." payable at Raipur, at our office Godawari Power & Ispat Limited 428/2, Phase-1, Industrial Area, Siltara, Raipur 493111, Chhattisgarh, alongwith the submission of the tender document(s). This EMD shall be kept as security for the Bidder who is successful and is appointed as SA by the company.
- f) The interested bidder can also make the payment towards the "the purchase of tender document" online in the below mentioned account and submit the proof of the same along with the tender document at the time of submission of bid.

### **Bank Details of GPIL:**

Bank: State Bank of India,

Branch:Commercial Branch, Pujari Chambers, 2<sup>nd</sup> Floor, Pachpedi Naka,

Raipur – 492001, Chhattisgarh

Account Number: 30004620619

## Account Type: Cash Credit

### IFSC Code: SBIN0008536

- g) EMD of all other bidders shall be returned within 15 days after appointment of SA without any interest.
- h) The EMD of the successful bidder who shall be finally appointed as SA shall be retained by the company till the tenure of the agreement and no interest shall be paid on the same.

### **13. PAYMENT and PAYMENT TERMS:**

- i. The SA shall be paid commission against the monthly sales of the Dolerite for the orders generated by the SA only.
- ii. The commission shall be as percentage of total sales of Dolerite excluding royalty, GST and other taxes.
- iii. The size of crushed dolerite will be standard, as per market requirement ranging from 0-65mm.

- iv. The commission shall remain firm during the entire period of this agreement and no escalation what so ever shall be given on any account.
- v. The commission agent shall be paid for the taxes like GST extra as applicable and TDS Shall be deducted as per the prevailing norms.
- vi. Payment shall be made as commission to the SA after fulfilling quarterly sales commitment after the end of every quarter but within 15 days of the start of next succeeding quarter.
- vii. SA shall raise quarterly bills and same shall be submitted to the company within 7 days of the start of next succeeding quarter duly certified by the office in charge of the company at Mines.
- **14.** Company shall reserve the right to deduct penalty or pay bonus to the SA if quarterly commitments are not met or over achieved by the SA. The penalty or bonus shall be declared by the company every quarter but in no case shall exceed 5% of the total sales bill of any particular quarter.
- **15.** Govt. liabilities, if any, applicable to your workmen, staff and / or employees directly or indirectly. The SA shall indemnify the Company from any loss to SA's company or its people / workforce.
- **16.** The SA shall maintain cordial relation with Company's site in-charge and other employees and shall not engage itself in any kind of unlawful activity or conflict.
- **17.** Any theft or pilferage of the material (Dolerite) after material leaves the site of the company shall not be Company's responsibility and SA shall ensure that Buyer inspects the material before it gets into transit. Any loss of quantity during transit or reduction in quality after or during transit shall be responsibility of buyer and SA.



#### **TENDER FORM**

#### **Price Bid Format**

## Tender No. <u>Tender No.:GPIL/Dolerite/01</u>

Tender Date: 22 <sup>nd</sup> July 2021	Date:
Name & Address of Sales Agent	:
Contact Person	:
Contact No	:
Email Id	:
PAN No	:
GSTN No. (If Applicable)	:

### **QUOTATION**

S No	Dolerite Size	Commission Rate (as %ge of total sales value excluding royalty, GST and other taxes)
1	Various Standard Fractions as per market requirement between 0-65mm	

Signature (with stamp) : .....

Name : .....