TENDER DOCUMENT

FOR

EXCAVATION

OF

ADIT IN WESTERN SLOPE

OF SHAGRI BALA STREAM

SHAGRIBALA DISTRICT SKARDU

GILGIT- BALTISTAN

GLOBAL MINING COMPANY (PVT) LTD

20, Margalla Road, Sector F-8/3,
Islamabad, Pakistan

GLOBAL MINING COMPANY (PVT) LTD

TENDER NOTICE

Global Mining Company (Pvt) Ltd (GMC), a Pakistani Mining company invites Sealed Bids for the Excavation of Adit in western slope of Shagribala stream near Shagribala village District Skardu Gilgit Baltistan.

Tender Documents can be obtained from the Head Office at address given below between 09:00 AM-05:00 PM PST.

Tender Documents can also be obtained in Soft Form by emailing the request on Company's Letterhead on shahbaz@globalmining.com.pk.

Bids in original are to be delivered at GMC Head Office within 15 Calendar Days of publication of this Advertisement.For more information, please contact Manager Mining GMC Gilgit at cell # 03445442966.

Director Operations
Global Mining Company (Pvt) Limited
20, Margalla Road, Sector F-8/3,
Islamabad, Pakistan
Tel: +92-51-2287170-74

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GLOBAL MINING COMPANY (PVT) LTD

1.0 TENDER NOTICE - DESCRIPTION

Tender NoticeNo.GMC/ Shagri Bala Copper **Date: 23-08-2021**

Company	***Project/ Area***	***Date***
Global Mining Company (Pvt) Limited	Shagri Bala	**27-08-2021**
Sealed tenders are invited for the following work:		

Name and Description of Work	***Location***	***Contract period***
Drivage of Adit in western slope of Shagri Bala Stream. The expected length of drivage is about 400 meters with 1.8 m x 1.8 m x-section as given in the scope of work	As given in Tender Documents	As given in Service Contract

1.1 EARNEST MONEY

An amount equal to 2% of bid value as Earnest Money/Bid Security is to be deposited in the form of irrevocable Bank guarantee from any Scheduled Bank with validity of 28 (Twenty eight) days beyond the validity of the Bid in the format given in the Bid Document.

Certified Cheques and demand drafts will also be acceptable as Earnest Money/Bid Security drawn in favor of M/S Global Mining Company (Pvt) Limited payable on any scheduled bank**.**

Earnest Money/Bid Security of the unsuccessful bidders shall be refundable as promptly as possible after finalization of tender and shall bear no interest.

1.2 APPLICATION FEE FOR TENDER DOCUMENT

The price of a tender document will be Rs. 0/- (Zero only) or equivalent US Dollar payable either in cash or by bank draft drawn in favor of M/S Global Mining Company (Pvt) Limited on any scheduled bank.

1.3 AVAILABILITY OF TENDER DOCUMENTS

Tender documents including terms and conditions of work, shall be available on payment, during the period till a day before closing date from 10.00 AM to 1.00 PM (on all working days) after appearance of advertisement in the press.

1.4 GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER

A tenderer should strictly comply with the following instructions:

a) A tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice No. and Date, containing offers in two parts prominently super scribed as Part-I and Part-II respectively.

Sealed Tenders/bids have to be submitted by the tenderers in four envelopes duly sealed in one outer envelope indicating full postal address and telephone nos. of the tenderer. Four Envelopes as mentioned above will consist of:

(1) Envelope for undertaking
(2) Envelope for Earnest Money Deposit
(3) Envelope for Techno-commercial bid (Part-I)
(4) Envelope for Price Bid (Part-II)

Outer sealed envelope will be marked as “Bidding Documents for…<name of work>...”

b) The two parts of the offers shall contain details as follows:

Part-I

i) Full details of the firms (bidder) as per format given in the tender document; documentary evidences in support of qualification criteria, projects handled, financial capabilities and any other relevant information. Letter of the bidder submitting the bid along with affidavit as per the format given.

ii) Technical offer along with detailed technical specifications of the technology package/equipments, know-how offered, drawings, pamphlets etc. strictly in terms of tender enquiry.

Part- II

Price bid only in the format given in the tender document.

1.5 VALIDITY PERIOD OF OFFER

The rates offered in Part-II should be valid for **180 (one hundred eighty) days** from the date of opening of Part -I of the tender.

1.6 PRE-BID MEETING:

Pre-bid meeting, if necessary, will be held in the office of GMC **at** 11:00AM on the date as notified.

1.7 RECEIPT OF TENDERS

Tenders will be received in sealed covers on the date notified in the advertisement up to 04:00 PM at the following address:

Office No. 20, Margalla Road, Sector F-8/3
Islamabad, Pakistan

1.8 OPENING OF THE TENDERS

Tenders will be opened **on 27-09-2021 at 6:00 PM** at the office of the Director (Operations), of GMC, Office 20, Margalla Road, F-8/3, Islamabad – Pakistan. Part –II of the offers shall be opened only in respect of such tenders as are found valid after scrutiny of Part-I.

1.9 DEPUTATION OF REPRESENTATIVES FOR NEGOTIATION

After opening of the tender, if the company decides to negotiate, the tenderers should be in a position to depute their representatives, at short notice, with full authority for negotiating the same on the technical as well as commercial terms and conditions of the contract.

1.10 NOTE

The company is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever and also to distribute the work and allot the work / works to more than one tenderer, at its sole discretion.

1.11 PAYMENT THROUGH ELECTRONIC MODE

Payment will be made in accordance with Annexure-I

1.12 AFFIDAVIT

The bidders are required to sign the affidavit as per format given in the Tender document and to submit along with Part–I of bid.

2.0 INSTRUCTIONS TO BIDDERS

Kindly quote your most competitive prices for the Drivage of Adit as per details given in scope of work.

1)	Introduction / Instructions to Bidders	
2)	Terms & Conditions	Annexure ”A”
3)	Data Summary Sheet	Annexure “C”
4)	Scope of Work	

Please acknowledge receipt of the tender enquiry.

Yours faithfully,

for **Global Mining Company (Pvt) Ltd**

2.1 INTRODUCTION

Global Mining Company (Pvt) Ltd, a Pakistani mining company in private sector (hereinafter referred to as "the Company"), invites sealed bids under two envelope bidding procedure from reputed Bidders for efficient provision of the services described in the scope of work.

2.2 DETAILED INSTRUCTIONS TO BIDDERS

The bid shall be strictly in accordance with GMC tender documents. Failure to furnish all information required by the tender documents or submission of a Bid not substantially responsive to the tender documents will be at the Bidder's risk and may result in the rejection of his Bid.

1. Firm prices must be quoted on Services provided.
2. Due date of Bid submission is as notified in the advertisement.
3. Bidder must quote minimum possible mobilization period to commence the work for the prescribed monthly minimum drivage.
4. Data Summary Sheet **Annexure-C** must accompany with the Financial Bid.
5. Bid should remain valid for 180 days from the date of opening of Part-1 of the bid.
6. Bidders when submitting their Bids should stamp their proposals by affixing official stamp on all the pages.
7. Bidders have the right to request for clarification provided that such request is received 05 days before the closing date.
8. Answers to the queries seeking clarification on technical specifications will be sent to all Bidders without identifying the source of the query.
9. The Bidders are advised to submit their Technical and Financial bids separately in sealed envelopes. The outer envelope must indicate tender enquiry reference, due date & Technical/Financial bid should be addressed and delivered to:

Global Mining Company (Pvt) Limited
Attention: Director Operations
Office 20, Margalla Road, F-8/3,
Islamabad – Pakistan

Tel: (D): 92-51-2286854
PABX: 92-51-2287170-74 (5 Lines)
E-mail: shahbaz@globalmining.com.pk

9.1 First envelope marked: **GMC/SHAGRIBALA/COPPER-GOLD**" – "**TECHNICAL BID**" should contain the technical documentation and technical specifications with reference, statements, literature, drawings, standards etc.

9.2 Second envelope marked: "**GMC/ SHAGRIBALA/ COPPER-GOLD**" **"FINANCIAL BID"** should contain:

- A Financial offer indicating all terms& conditions, a price sheet as per scope of work.
- Additional price or alternative bid, if any, to be submitted on a separate sheet.

Offer should indicate all terms / conditions, and price sheet as per scope of work.

10. It must be indicated in the bid that the quotation fully conforms to Technical Specifications and Terms & conditions of the Tender Documents. **Bid** documents must be legible and clearly written with no crossing out, rubbing out, or insertions. Each copy shall be completed with all pertinent information, drawings, brochures, data sheets etc. as necessary for a comprehensive commercial and technical evaluation. All documents pertaining to this bid shall be signed& stamped by an authorized representative of the bidder.

11. For ease of comparison, prices are to be quoted as described in the scope of work

12. GMC reserves the right to increase or decrease the quantities or reject any or all bids or may annul the tender altogether and may not necessarily accept the lowest bidder without assigning any reasons what so ever and without thereby incurring any liability to the affected bidder(s) or any obligation there under. Public opening of bids is not in line with GMC's policy.

13. In case a bidder does not wish to participate, he is kindly requested to advise GMC Pakistan by e-mail/fax referring to relevant Tender Document number. Message should be addressed to Director Operations, Tel: (D):+92-51-2286854, E-mail: shahbaz@globalmining.com.pk

14. In case a Bidder is interested to participate in the referred Tender, it should send back by e-mail/fax the Acknowledgement Letter to the Company within one week from the date of receipt of the Tender Documents.

15. The Tender, Bid, any supporting documentation, literature and the Contract shall be in the English language.

16. Once the evaluation is complete, the Company will notify the evaluated bidder by a Letter of Intent for negotiations.

17. Partial and incomplete bid is not allowed.

18. Insurance Charges will be on the A/C of Contractor, therefore, Prices quoted must be without Insurance charges.

19. For Technical Clarifications, please send your email to our Director Operations, Email: shahbaz@globalmining.com.pk.

20. The services provided shall conform to the applicable codes and standards specified in the Company's Proposal and, when no applicable standard is mentioned, the highest standard(s) acceptable in the international mining sector appropriate to the assigned work will apply and such standards shall be the latest issued by the concerned institution.

21. The Bidder(s) shall bear all the cost associated with the preparation and delivery of its Bid, and the Company will in no case be responsible or liable for those costs.

22. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required by the Bidding Documents or submission of a Bid not substantially responsive to Bidding Documents in every respect will result in the rejection of the Bid.

23. The Bidder should have strong financial creditability and rating as required under the prevailing laws of State Bank of Pakistan.

ANNEXURE "A"

2.3 TERMS & CONDITIONS

The Bidders are expected to examine all instructions, annexures, terms & conditions and specifications attached/included in the tender documents. Failure to furnish all information required by the tender documents or submission of a Bid not substantially responsive to the tender documents will be at the Bidder's risk and may result in the rejection of his Bid.

2.3.1 BID PRICES:

Prices should be quoted in accordance with the applicable terms of Service Contract i.e. Annexure-I attached with this document.

2.3.2 VALIDITY OF PRICES:

Quoted price shall be considered valid for One Hundred & Eighty (180) days from the opening date of the bids.

2.3.3 TECHNICAL LITERATURE:

Technical Brochure/ Literature, if any, preferably relating to Adit drivage may be attached with the bid, where applicable.

2.3.4 ISSUANCE OF INTENT AND CONTRACT:

The Company shall inform the successful Bidder of its intent. The Company will issue the LOI to the successful Bidder as soon as possible. Once LOI is issued within bid validity, the prices will remain valid till successful execution of Contract.

2.3.5 WARRANTY:

The Contractor shall warrant that all drivage under Contract shall be according to specifications given in Contract and approved drawings/design etc. Any deviation in drawing/design (where applicable) will be replaced by the Contactor at his cost.

The Company shall promptly notify the Contractor in writing of any claims arising under this Warranty. Upon receipt of such notice, the Contractor shall compensate the defective works without any cost to the Company.

The Contactor will invariably provide warranty/guarantees to the Company at the time of entering into Service Agreement, in relation to the subject matter of this document.

2.3.6 QUALITY ASSURANCE MANUALS

Please provide quality/ safety assurance manual and evidence of adequate safety facilities at your Works. Please note that such a facility may be subject to inspection and verification by representative of the Company.

ANNEXURE “C”

2.4 DATA SUMMARY SHEET

COMPLETE NAME AND ADDRESS OF THE CONTRACTOR. _____

_____

_____

COMPLETE NAME AND ADDRESS OF L/C BENEFICIARY. _____

_____

_____

_____

COUNTRY OF ORIGIN _____

VALIDITY OF BID _____

_____

COMPLETION PERIOD _____

_____

TOTAL BID VALUE _____

_____

ADDRESS OF BANKER WITH _____

ACCOUNT NO.

PST / GST

3. FORMS OF BID AND QUALIFICATION INFORMATION

3.1 CONTRACTOR'S BID

Sub: BID for the Work ----------

To
The Director Operations
Global Mining Company (Pvt) Limited
Office # 20, Main Margalla Road, Sector F-8/3
Islamabad

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Tender Document issued to us. The Bid Security/Earnest Money in accordance with the Tender document amounting to Rs……..(in figures)…….. (in words) in the form as stipulated in Clause 1.1 is enclosed herewith(to be filled in by the Bidder).

The Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bid documents. We also confirm that E.M.D. and other required document and evidences related to this part of the Bid are enclosed(as listed below)here with either in original/copies attested by Gazetted officer/copies duly authenticated by us with signature and seal along with affidavit as per the format provided in the bid document.

Yours faithfully,

Authorized signature……

Name and Title of the Signatory……

Name of the Bidder……..

Address……

Date…… (To be filled in by the Bidder)

Enclosed:

i) E.M.D of Rs. ……vide……dt…….
ii) …….
iii) ……
iv) …….
v) …….

FORMAT FOR AFFIDAVIT

Non-Judicial Stamp Paper

3.2 AFFIDAVIT

I, ..., Partner/Legal Attorney/Accredited Representative of M/S....., solemnly declare that:

1. We are submitting Tender for the Work ……..... .....against Tender Notice No …… .....dated ……..

2. None of the Partners of our firm is relative of employee of ……....……..(Name of the Company)

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/ incorrect at any time, the Company may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Dated.....

Seal of Notary

Signature of the Bidder

3.3 UNDERTAKING

(To be furnished by the bidders who has downloaded the tender document)

I/We…..…….. do hereby undertake that the tender submitted to M/S Global Mining Company (Pvt) Limited is same in content and form (verbatim) as available. Any deviation/ tempering in the tender document, if detected, at any stage, would entitle GMC to reject our bid /offer without assigning any reason or recourse to any penal action and would be legally binding on us.

Signature.....

(Bidder)

Seal.

3.4 QUALIFICATION INFORMATION

(The information to be submitted by all the Bidders)

INDIVIDUAL BIDDERS OR INDIVIDUAL MEMBERS OF JOINT VENTURE COMPANY/CONSORTIUM

Constitution or Legal status of Bidder (attach copy)

Place of registration…… Principal place of business…… Power of Attorney of signatory Bid: (attach)

GENERALINFORMATION

Name of the Tenderer :				
Participating as *(Please tick)*		Single entity	Joint Venture	Consortium
Details of Single Entity/JV / consortium members :				
I	Name (Single entity or Lead member):			
	Postal address Tel. No. Fax-No. e-mail, website			
	License or registration			
	Bankers name & address			
	Responsibility of the Member			
	Turnover (in……)	<Year>	<Year>	<Year>
II	Name (member):			
	Postal address Tel. No. Fax No. e-mail, website			
	License or registration			
	Bankers name & address			
	Responsibility of the Member			
	Turnover (in……)	<Year>	<Year>	<Year>

Note: In case of more than two members in JV /Consortium the above information shall be furnished on the same format separately.

3.5 Check List to be furnished by the Bidder

(To be submitted in Part I)

Bidders are requested to fill column 3 and 4 and submit it along with their offer.

Sl. No.	Information/data/confirmation/ documentary proof furnished	Yes (Y) or No (N)	Ref. Page no. of offer
1	2	3	4
1	EMD deposited as per NIT and submitted		
2	Proof of fulfilling the eligibility criteria furnished.		
3	Proof of Financial Soundness furnished		
4	Furnished Audited/ Certified Account/Financial Statement of last 3 years.		
5	Furnished P&L account and Balance sheet of last 3 years.		
6	Furnished Annual Turnover of last 3 years		
7	Furnished Average turnover in last 3 years.		
8	Furnished status of regulatory authority approval of each equipment		
9	Whether site of work visited		
10	Whether attended Pre bid meeting held at GMC		
11	Offer has been submitted strictly as per document comprising the Bid		
12	Furnished document establishing good eligibility and conformity to bidder documents.		
13	Furnished detailed specification of equipment to be used		
14	Furnished documents regarding past performance		
15	All pages of offer has been numbered and signed by duly authorized person.		
16	Letter of authorization (Power of attorney) enclosed		
17	Furnished a certificate that Bidder agree to the Scope of Work and all terms and conditions.		
18	Furnished Adit /district lay out and sequence of operation in the form of project methodology.		
19	Furnished detailed Net work of implementation in the form of Gantt Chart.		
20	List of manpower (grade-wise) to be provided by the bidder		
21	Requirement of air at the last split of each working district		

4. SCOPE OF WORK

4.1 LOCATION

The Adit(s) is/are located on the hill slopes of mountain either sides of Shagari Bala Stream near Village Shagari Bala Skardu. Based on positive results of the first adit, more than one adit(s) could be required at locations to be fixed by the company. A plan indicative of tentative locations of adits (Fig.1) and section across stream valley is attached (Fig. 2).

4.2 ADIT STARTING POINT DETAILS

Adit-1: Starting at its proposed portal at latitude 35.271364^0 N, longitude 75.533651^0 E and altitude 2781 meters in the direction of 289^0 bearing (subject to ground verification), will intersect P2, P1 and finally P3, after a drivage of 162m, 218m and 362m respectively. Vertical distances between surface outcrops of P2, P1 and P3 have been calculated as 128m, 145m and 238m respectively. Total drivage of this adit has been estimated as 400 meters inclusive of side cross-cuts

4.3 APPROACH TO LOCATION

The proposed Adit points are about 6 km (of which 3 km is graveled) from main road to Skardu Town. Thereafter, partial walking track is available to Adit location on the eastern slope of hill.

4.4 LEASE STATUS:

Global Mining Company (Pvt) Limited holds 30 years Mining Lease of an area of 6.54 Sq. Km in Shagri Bala, District Skardu valid till March 2049

4.5 CLIMATE

Dry, warm in summer (maximum 40^o C) and cold in winter (maximum 10^o C)

4.6 TOPOGRAPHY

Indus valley terraces in the North, about 2400 meters elevation rising rapidly to 3200 meter evaluation around in mineralized area within a distance of 4 Km to the South. Shagri Bala stream cuts through the middle of the mineralized zone.

4.7 GEOLOGY

Geological section is given in Figure-2, while general view location and directions are given in Figure-1. Host rock is banded Rhyloite/ Porphyritic Dacite. Mineralization is almost entirely confined to Porphyritic Dacite. Surface exposures are oxidized with dissemination and fractured filling of mainly Malachite mineralization.

4.8 DIMENSIONS, GRADE AND STIPULATED DRIVAGE

The adit size will have to be of a center to center width of 1.8 meter and height of 1.8 meter with rising grade of 1 in 300 (Fig. 3). The Contractor will ensure a minimum drivage of 15 meters per month and will try to achieve maximum possible drivage.

4.9 LENGTH OF ADIT/s

Initially, the drivage on western slope will be for 400 meters adit and if the results are encouraging, possibly an additional adit in other slope of about 450 meters length could be awarded for drivage.

4.10 PROVISION OF MACHINERY/ EQUIPMENT

The contractor will provide, install, operate and maintain the necessary machinery / equipment at his own cost to complete satisfaction of GMC.

4.11 SAMPLE COLLECTION

Blasted rock samples will be collected under supervision of the company representative at 04 meters interval, which could be changed at discretion of the GMC management on the basis of analyses results of exposed prospect rock.

4.12 WATER SOURCE

Water flow continues in the Shagari Bala Stream throughout the year. Flow continues below frozen surface even during extreme cold season.

4.13 EXCAVATION RATES

The quoted rates should be all inclusive and on the basis of rupees per running meter for the specified x – section size drivage and gradient.

4.14 SUPERVISION

The Adit drivage will be carried out strictly as per specifications and under supervision of company authorized representative.

4.15 CONTRACT

The successful party will have to sign a contract with the company. Terms of contract on difference of opinion if any, will be settled through mutual negotiations. A draft contract is attached (Annexure-I)

The successful party will provide Performance Guarantee for faithful implementation of contract. A draft for same is also attached (Annexure-II).

4.16 PROCUREMENT OF EXPLOSIVES

The successful bidder (subsequently called contractor in the capacity of assignee for the work by GMC). Shall have to procure/ transport/store explosives for the purpose at his own risk and cost under the rules in vogue.

4.17 SITE VISIT

The authorized representative of the Company may guide the interested parties for a visit to the project site.

4.18 SUBMISSION OF OFFERS

The interested parties will submit their offers in two envelopes, one envelope will be marked as “Technical Proposal”. This will include all details about the party, including their qualifications / experience for similar works, manpower, details of the machinery available and their proposed method of implementation on the basis of which parties will be pre-qualified for inclusion in bid competition. The second envelope will be marked as “Financial Proposal” and shall contain the information as detailed in Annexure-III. The Financial Proposals of those parties will be opened who qualify on the basis of “Technical Proposal.” The Financial Proposals of others will be returned unopened.

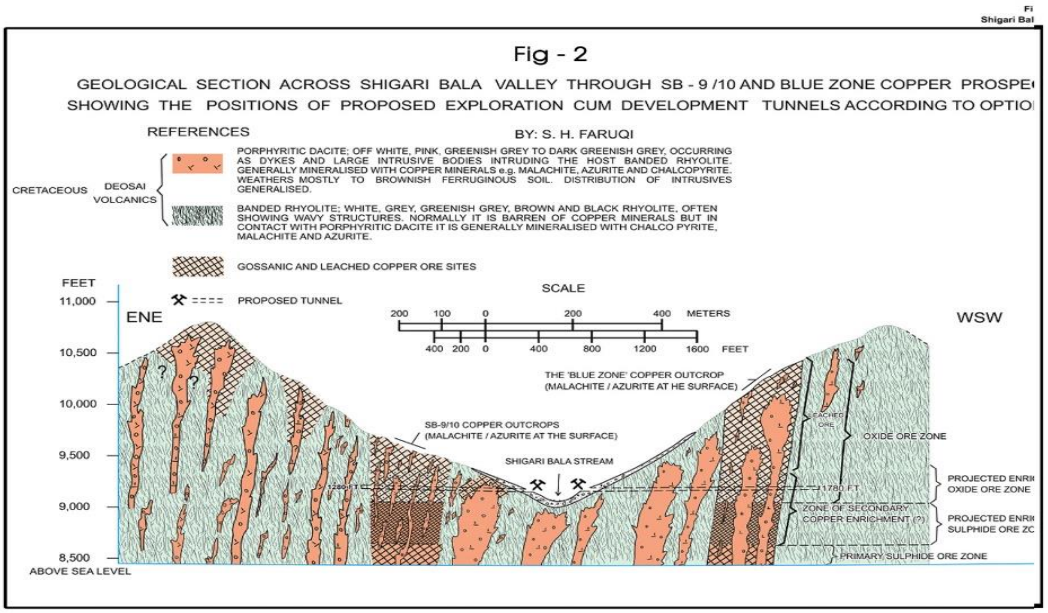
5. TENDER DRAWINGS

5.1 LOCATION PLAN

Fig - 1

Plan showing exploratory adits to be driven by the GMC at Shagri Bala for intersecting the prioritized copper, gold & silver bearing anomalous sulphide zones below the surface level

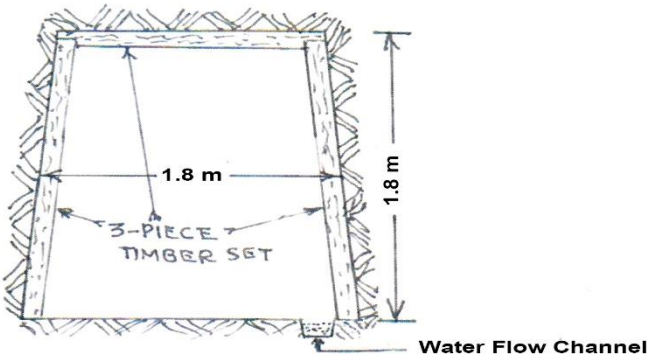
5.2 GEOLOGICAL SECTION

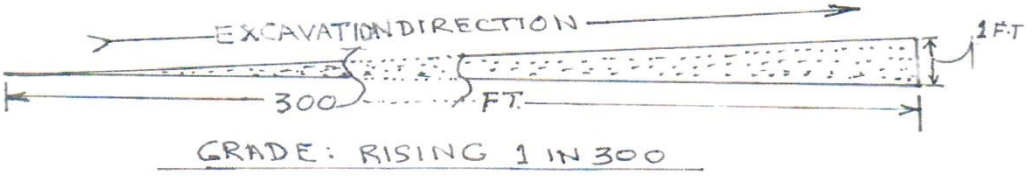


5.3 ADIT CROSS SECTION AND GRADIENT

Fig - 3

ADIT
X-SECTION





GRADE: RISING 1 IN 300

Annexure - I

6. SERVICE CONTRACT FOR EXCAVATION OF ADITS

THIS SERVICE CONTRACT (hereinafter to be referred as **"the Contract"**) made as of the _____day of_____, 2021,

between

GLOBAL MINING COMPANY (PVT.) LTD (GMC), a company incorporated under the laws of Pakistan, having its registered office at Office No: 20, Margalla Road, F-8/3, Islamabad, Pakistan including its permitted interest and assigns (hereinafter referred to as the **"the Company**")

&

_____, a company incorporated under the laws of_____, having its registered address at: _____(hereinafter referred to as the **"the Contractor**").

The Company and the Contractor shall hereinafter individually be referred to as the **"Party"** and collectively as the **"Parties".**

Recitals:

- **WHEREAS**, the Company invited bids for excavation of adits in eastern and western slopes of Shagari Bala stream near Shagari Bala village Skardu for locating enriched zone of copper ore.
- **WHEREAS**, the Contractor participated in the bidding and being the successful bidder, now intends to enter into a Contract with the Company at an agreed contract price for excavation of adits as per specifications laid down by the Company.
- **WHEREAS**, the Contractor has such, including but not limited to equipment, personnel and material, and possesses the knowledge, capability and the technical expertise to perform such work and is willing to do so as requested by the Company from time to time.

NOW THEREFORE, in consideration of and subject to the terms and conditions hereinafter set forth, the parties hereto, mutually agree as follows:

6.1 SCOPE OF SERVICES

The Contractor shall perform the Services to the Company as provided under the Annexure-A attached hereto **("the Services"),** as per details in Section 4 & 5 of the Tender Document.

6.2 DURATION AND TERMINATION

The duration of the Contract shall be for a period of maximum 27 months as required for completion of drivage of Adit-1 effective from the date of execution of this Contract **("Initial Term")**.Further, the Company on its sole discretion, shall have an exclusive right to extend the duration of the Contract for any reason including additional services for an another term by giving at least thirty (30) days' advance written notice to the Contractor before completion of the Initial Term of the Contract.

The Company shall have an exclusive right to terminate this Contract, without any cause, at any time after the execution of this Contract, provided that, the Contractor shall be given seven (07) days prior written notice of such termination.

In the event where the Contractor fails to commence the Services within the Initial Term of the Contract, in such case, the Contractor shall return all advance/advances, if any, paid by Company to Contractor under this Contract. Furthermore, in the event where the Contractor after the commencement of the Services fails to perform the Services, as per the scope of work provided under the Contract, in such case, the Contractor shall return to the Company any advance/advances including any liquidity damages where applicable.

In the event of suspension due to *Force Majeure*, the Company, during the *Force Majeure* shall have the right to terminate this Contract by written notice to the Contractor as provided in clause *Force Majeure*. Furthermore, in case of *Force Majeure,* all the applicable rates under this Contract shall freeze and zero rate shall apply, provided the Company may at its sole discretion, permit the Contractor to demobilize its equipment and personnel at no demobilization charge to Company.

6.3 STANDARD OF PERFORMANCE AND SAFETY

The Contractor warrants and represents that it has a comprehensive and authoritative understanding of the Services to be provided under this Contract. The Contractor further warrants and represents that it is aware of all relevant technical information, commercial background, commercial drivers and other relevant information, that is necessary to successfully compete the provision of Services. Moreover, the Contractor warrants that it shall provide the Services diligently and efficiently and in a safe and

workmanlike manner according to the good industry practices. The Contractor shall adhere to the Company's instructions in all respects, at all times. Furthermore, the Contractor shall ensure that the equipment/services are adequately catered for with the competent and well-qualified Contractor's personnel.

6.4 PERFORMANCE OF CONTRACTOR'S PERSONNEL

The personnel engaged on behalf of the Contractor shall be required to be the permanent employees of the Contractor, with the requisite qualifications, certifications and experience for provision of these services. It must be ensured by the Contractor, that the personnel have the requisite communication skills for smooth operation and performance of the Services under this Contract.

If in the Company's opinion any member of the Contractor's personnel is incompetent, negligent, or working and/or behaving in such a way as to make his continued presence undesirable, the Company shall notify the Contractor in writing to that effect and the Contractor shall at once remove him and shall at its own expense replace the particular member immediately to the satisfaction of the Company.

6.5 INVOICING AND PAYMENT

The payment terms of the Contract shall be made in accordance with the procedure as prescribed below:

a) The Company shall make payment to the Contractor on a monthly basis for the actual Services provided, duly certified by the Company's authorized representative at the rate of PKR _____ per running meter of adit driven, as per specifications as detailed in Scope of Work and in Annexure-A. The agreed contract price is in Pakistani Rupees and any payment made in relation thereto shall be paid in Pakistani Rupees. Any payment under this Contract shall be made after deducting/withholding any taxes as per the prevailing and applicable tax laws.

b) If the shortfall of the Services is more than 10% in the monthly excavation, it will result in the deduction of payment for the percentage of shortfall, exceeding 10%.

c) If the shortfall of Services exceeds 10% for a period of two consecutive months, then Company shall have the sole right to terminate the Contract and to secure services of another contractor. In such event, the Contractor shall be under an obligation to return the Company, any fraction of advance/advances (if paid) by the Company for the Services that have not been provided. Furthermore, the performance guarantee withheld shall stand forfeited in favor of the Company.

d) All payments to Contractor shall be made by the Company through crossed cheques in favor of the Contractor.

e) The invoices in connection with this Contract will be raised on or before the tenth of each month and will be payable within forty-five to sixty (45-60) days of receipt of an invoice. The invoices shall be supported by all relevant documentation verified by Company's nominated representative. The invoice shall include NTN and GST number of the Parties as required under the tax laws.

f) The Company shall have the right to withhold payment for matter which it disputes, or for which it desires clarification or additional supporting documents. The Company shall inform the Contractor about such disputed matter within thirty to forty-five (30-45) days from the date of the respective invoice. The Parties shall in good faith attempt to resolve any dispute to their mutual satisfaction. The Company shall make payments due to the Contractor in respect of the disputed matter within forty-five to sixty (45-60) days of the written acknowledgment by the Parties of the resolution of such dispute. The undisputed matters shall be paid as per the terms and conditions of this Contract.

g) There shall be no revision in the agreed contract prices. Simultaneously at the time of signing of the Contract, the Contractor will provide the Company with a Performance Guarantee in an amount equal to 10% of the agreed Contract price. The Performance guarantee will operate as guarantee for, inter alia, timely discharge by the Contractor of all its obligations under the Contract and to compensate the Company without prejudice to other remedies available to the Company for any loss and/or damage suffered by it as a result of failure by the Contractor to timely discharge of its obligations. Subject to Article c above, performance guarantee under this Contract shall be released after satisfactory performance by the Contractor for the Services under this Contract. The performance guarantee shall be released within ninety days (90) after completion of the Services as stipulated under this Contract.

6.6 TAXES AND DUTIES

The Contractor shall assume full and exclusive liability for the payment of all the applicable taxes, levied or imposed by any local and/or national fiscal authority of Pakistan, in relation to the performance of this Contract.

The Contractor undertakes to file the requisite tax returns in the country of operation i.e. Pakistan, in accordance with the tax laws of the country and in filing such tax returns and furnishing requisite information as may be required by the tax authorities during the course of assessment proceedings, shall exercise due care and diligence with a view to full compliance with the relevant provisions of the said tax laws. The Contractor undertakes to pay without limitation income tax, surcharge, additional tax, penalties or any other tax levied on the profit arising directly or indirectly under this Contract.

The Contractor agrees to protect, indemnify and hold the Company harmless from and against any tax, including but not limited to, income tax, additional tax and penalties levied by the Pakistani tax authorities, on the Contractor or Contractor's employees and which the Company may be required to pay in the first instance. Furthermore, for the purpose of this clause 'legislation' shall include but not be limited to, any regulations, orders, authorizations, acts or omission by any official, authority or representative of such official or authority in the Area of Operations.

6.7 INSURANCE

The Contractor is responsible for insurance coverage of the Contractor's personnel. Furthermore, the Contractor is required to maintain insurance coverage of all items required, used for the provision of the Services, including but not limited to, tools, machinery and vehicles.

6.8 LIQUIDATED DAMAGES

1. If the contractor fails to deliver any or all of the goods/services within the time periods(s) specified in the Contract, the Company shall, without prejudice to other remedies under the Contract, deduct from the Contract Price/Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the contract value.

2. In case the Company is satisfied that the delayed/defective services/shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Company may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment/service per week or part thereof for first two weeks, 1.00 per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the contract value of the delayed/defective shipment / service provided that the Contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Company may however, impose Liquidated Damages as per clause 6.8.1 above if the delayed or defective shipment/ services has affected the project completion schedule or has resulted in Production losses.

3. Even after imposition of LDs, if the contractor fails to materialize the delivery (material and/or services); the Company reserves the right to cancel Purchase Order/Contract/LC and forfeit the Guarantee (if applicable) after intimating the contractor for such cancellation/forfeiture.

6.9 FORCE MAJEURE

For the purpose of this Contract, *Force Majeure* shall be defined as follows:

"The date and time on which the Services are interrupted due to the circumstances or reasons beyond the control of either Party to the Contract, including but not limited to, floods, invasion, wars, terrorism, revolutions, uprising, insurrection, act of God, political instability, interruption of Services rendered by any public utility establishments, any acts of government, or a failure of the same to act, which could not have been reasonably anticipated or controlled, and which makes provision impossible and all other cases of force majeure which may prevent the performance of the contractual obligations of any Party under the Contract". If any of the Parties is subject to *Force Majeure*causing or resulting in its failure to fulfill any or all of its obligations under this Contract, the relevant Party shall provide the other Party with notice within seven (7) days from the occurrence of the cause relied on, including the detailed description of the facts constituting the *Force Majeure* and the intended plan of action to alleviate the consequences of the *Force Majeure*. The obligations of the Party giving such notice, so far as they are affected by such incident of *Force Majeure*, shall be suspended during the continuance of inability, so caused but for no longer period, and such cause could as far as possible, be remedied or mitigated with the taking of all reasonable measures.

The Party affected by the *Force Majeure* shall use all reasonable diligence to overcome or control the effect of the *Force Majeure* as quickly as possible.

6.10 LAW & REGULATIONS & ARBITRATION

This Contract shall be governed by the laws of Pakistan and the Courts in Pakistan shall have exclusive jurisdiction over all the matters relating to or arising from this Contract.

Any and all disputes, controversies and conflicts **("Disputes")** arising out of this Contract between the Parties shall be referred for arbitration in accordance with the terms of the Arbitration Act 1940 or any amendments thereof. Prior to submitting the Disputes to arbitration, the Parties shall resolve to mutually settle the Dispute(s) by way of amicable negotiation and discussions. In the event that the said Dispute(s) are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the governing laws and rules or any amendment thereof. The place of arbitration shall be Pakistan and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by three arbitrators, one each nominated by the Parties and the third chosen by the two already nominated arbitrators.

Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties shall, except in the event of termination of this Contract or in the event of any interim order/award being granted by the tribunal, continue to perform their obligations under this Contract.

6.11 HEALTH, SAFETY & ENVIRONMENT

The Contractor shall at all times comply with and shall cause its employees to abide by, all safety, security, health and environment rules and regulations in force at the site or otherwise prescribed by the laws of Pakistan. The Company shall not be responsible for any injury, death or any other accident suffered by the Contractor during operation.

6.12 INDEMNITIES

Contractor shall be liable for and shall release, defend, indemnify, and hold harmless the Company from any kind ofclaims, including but not limited to, arising out of personal injury, illness, death, or property (whether owned, rented or hired) loss or damage suffered by any member of Contractor, arising out of, or in connection with this Contract, regardless of cause, including the sole, joint or concurrent negligence, strict liability, breach of warranty, breach of duty (whether statutory or otherwise), breach of contract, or any other legal fault or other responsibility of Company or any member of Company.

6.13 NATURE OF CONTRACT

a) This Contract can only be amended, modified, varied, or supplemented by an instrument in writing signed by duly authorized representatives of each of the Parties.

b) No Party shall assign the whole or any part of its rights and obligations hereunder directly or indirectly without the prior written consent of the other Party.

c) The failure or delay of either Party to exercise or enforce any rights under this Contract shall not be deemed to be a waiver of that right or any other right nor operate to bar the exercise or enforcement of it or them at any time or times thereafter.

d) Any claim for money owed under this Contract must be submitted in writing to the other Party (accompanied be evidence fully supporting the claim) within one (1) year of the date of the alleged occurrence and, failing such notice (and supporting evidence), any liability of the other Party shall be extinguished.

6.14 NOTICES

Any notice of communication under this Agreement shall be in writing to the address as set out below and shall become effective on receipt, if received during 9am-5pm on a working day in the jurisdiction of the addressee, and otherwise at 9am on the next working day in that jurisdiction.

Contractor:

Name: _____

Address: _____

Email: _____

Company

Name: _____

Address: _____

Email: _____

Contractor agrees that service of originating process may take place by fax or email (to the fax or email specified above), and waives any entitlement Contractor may have under any rules of court, to have service effected in another way.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date set forth above by their duly authorized representatives.

For & On Behalf of	For & On Behalf Of
Global Mining Company	_____
(Pvt.) Limited, Islamabad	_____
Shahbaz Zaheer	_____
Director Operations	_____
WITNESS:	**WITNESS:**
1. _____	1. _____

ANNEXURE A

6.15 PERFORMANCE OF OBLIGATIONS

During the period of this Contract, the Company shall perform its obligations in the manner as illustrated below:

a) Perform the obligations of the Contract in a timely and proficient manner, as stipulated hereunder. Furthermore, the Contractor shall arrange excavation of adits as per specifications detailed hereunder and any other guidelines provided by the Company from time to time.

b) Provide, install, operate and maintain the machinery/equipment necessary for specified drivege of adits at its own cost to complete satisfaction of the Company.

c) Arrange excavation of adits strictly in accordance with laid-down specifications/grade and in accordance with relevant instructions issued from time to time by Company.

d) The Contractor shall ensure that the excavation per month is achieved, including a minimum excavation of 15 meters in a month.

e) Conduct all operations and ensure coverage in accordance with provisions of relevant laws of Pakistan and specifically any rules and regulations made there under relating to safety of workers, employees, subcontractors relevant to the operations under this Contract.

f) Provide suitable accommodation and provide necessary residential/camp facilities, to its workers/employees.

6.16 TECHNICAL SPECIFICATIONS AND ESSENTIAL SAFETY MEASURES

1. The adits are to be started from a point above stream bed as per location plan and duly marked by the authorized representative of GMC. Starting at its proposed portal at latitude 35.271364^0 N, longitude 75.533651^0 E and altitude 2781 meters in the direction of 289^0 bearing (subject to ground verification), will intersect P2, P1 and finally P3, after a drivage of 162m, 218m and 362m, respectively. Vertical distances between surface outcrops of P2, P1 and P3 have been calculated as 128m, 145m and 238m, respectively. Total drivage of this adit has been estimated as 400 meters inclusive of side cross-cuts.

2. The adits excavation on either side of the slopes will be in the directions as shown in the stream section (Fig.2) and physically confirmed by the authorized representative of GMC.

3. The X-Section of the adits will be center to center 1.8-meter width and center to center 1.8-meter height, as shown in the Figure.3

4. The floor of the adits well be rising in grade of 1 in 300 as shown in Fig.3 in favor of out coming material load.

5. The excavation will be maintained in straight line direction by regular survey and marking of center line points in the roof of the adit

6. A drain water flow channel will be maintained at adit floor on one side of the adit to handle the ground water if tapped in the adit excavation, as also indicated in the Figure.3

7. Loose strata of adit will be properly supported with 3-piece timber sets as indicated in the Figure.3

8. Adequate means of mechanical ventilation will be arranged through ventilation fans and ventilation tubes.

9. Adequate means will be adopted to ensure safety of workmen in accordance with provisions of Mines Act 1923 and Regulations and Rules made there under.

7. FORMATS

7.1 BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(TO BE ISSUED BY ANY SCHEDULED BANK AUTHORISED TO ISSUE A BANK GUARANTEE)

To:

<……..>Limited,

…….

…….

WHEREAS _____

[name and address of Bidder](herein after called “the

Bidder”) shall be submitting its Bid dated _____[bid submission date] for the work. _____[name of the work] & NIT No._____(herein after called “the Bid”).

KNOW ALL MEN by these present that we, _____

[name of the bank] of

[name of the country] having our registered office at . . ..

. . . . . [address of the bank] (herein after called “the bank”), are bound unto the <…….Limited>, <……address……> (hereinafter called “the Employer”) for the sum of..... [amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer the Bank binds it self, his successors and assigns by the represents.

SEALED with the Seal of the said bank this _____day of __20___.

We, [name of the bank] under take to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand. The employer has to only mention that the amount claimed by it is due to the occurrence of any one or both the conditions mentioned in 1 and 2, given hereafter, specifying the occurred condition or conditions.

The Conditions of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Employer on the bid form.

2. If the Bidder withdraws, having been notified of the acceptance of its bid by the Employer during the period of Bid Validity,

   a) by failing or refusing to execute the Contract Agreement when required or
   b) by failing or refusing to furnish the Performance Security in accordance with the Bid conditions.

This guarantee will remain in full force up to and including the date and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

The Bank Guarantee as referred above shall be payable at Islamabad at…….(pl. specify name of Branch with address)

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Seal of Bank _____

Annexure-II

7.2 PERFORMANCE GUARANTEE

To,

Global Mining Company (Pvt) Limited

Islamabad.

Irrevocable Performance Guarantee No. xxx

In compliance with the request of **Global Mining Company (Pvt.) Limited** ("the Company") and (Name) ("the Contractor"), we, (Name of Bank), issue this unconditional irrevocable Performance Guarantee in your favour for a sum not exceeding Pakistani Rupees (PKR_____), which represents 10% of the agreed contract price for the initial contract period under the xxx Contract, dated _____ 2021 ("Contract") between the Company and the Contractor, relating to excavation of adits in Pakistan to guarantee the Contractor's faithful performance of its financial obligations as provided for in the Contract, the said sum of _____ Pakistani Rupees (PKR _____).

The terms and conditions are as follows:

1) The said amount, or any part thereof, shall be paid to The Company without any demur or recourse to any person on receipt of its first written demand that the amount claimed is duly payable under the Contract.

2) We hereby waive any or all rights and demands (including but not limited to diligence, presentment, demand for payment & protest) as guarantor, of first requiring the Company to proceed against or enforce its contractual or legal right against the Contractor's obligations hereunder are continuing, absolute and unconditional, and will not be in any way affected by giving of time or any forbearance, the waiver or consent by the Company with respect to any provisions of the Contract and irrespective of the validity, regularity, enforceability or value of the Contract, or by any other circumstances which might otherwise constitute a legal or equitable discharge or defence of a surety or guarantor.

3) Our obligations hereunder shall be paid in Pakistani Rupees to the bank account designated by the Company, free and clear of and without reduction by reason of any and all present and future taxes, levies, imposts, deductions, assessments, charges or withholdings whatsoever. We shall bear and pay any and all fees and expenses in relation to or in connection with this Performance Guarantee.

4) In order to give effect to this Performance Guarantee, we hereby declare that The Company shall be at liberty to act as though we were the principal debtor, and we hereby waive all and any of the rights as surety which may at any time is inconsistent with any of the above provisions.

5) Any claim or demand under this Performance Guarantee shall be presented to us on or before the expiration of the date of the validity of this Performances Guarantee.

6) This Performance Guarantee shall be effective immediately and expire on _____ (that is, ninety (90) Days after the end of the term of the Contract and thereafter automatically, without any formality become null and void for all its effects and this Performance Guarantee shall be returned to us immediately.

7) Notwithstanding anything contained hereinabove our maximum liability hereunder shall not exceed the sum of PKR _____.

Yours very truly,

(Name of Bank)

Annexure-III

7.3 **GLOBAL MINING COMPANY (PVT) LIMITED**

FORM FOR SUBMISSION OF FINANCIAL BID

FOR

EXCAVATION OF ADITS IN SLOPES OF SHAGARI BALA STREAM, SHAGARI BALA VILLAGE, NEAR SKARDU TOWN

Date:……

i) Quoted Excavation Rate per running meter of 1.8m x1.8m cross-section size Adits:

Rs. (in figures)_____

Rupees (in words)_____

Inclusive of GST / PST and any other applicable tax.

ii) Estimated time for completion of adit excavation work _____

Name, Designation& Signature of authorized person of the Bidding Party_____

Bidding Party:_____