F.No.46-77/DC(N&MA)/QP/2021/2218 अंडमान तथा निकोबार प्रशासन/A&N ADMINISTRATION उपायुक्त का कार्यालय/OFFICE OF THE DEPUTY COMMISSIONER उत्तर एवं मध्य अंडमान जिला/NORTH & MIDDLE ANDAMAN DISTRICT मायाबंदर/Mayabunder

Mayabunder, dated the 17th September, 2021.

Re-e-AUCTION NOTICE

F.No.46-77/DC(N&MA)/QP/2021/2218 : It is hereby published for the information of General Public that the quarry areas for extraction of **Minor Minerals in North & Middle Andaman District situated at Madhupur & Shyamnagar village at Diglipur Tehsil Harinagar village at Mayabunder Tehsil and Panchawati village at Rangat Tehsil under North and Middle Andaman District (as per list and location/site map of quarry areas annexed to the notice)** will be put to e-auction on **14.10.2021 at 10.00 AM** for grant of quarry leases for a period of one year through the website <u>https://eauction.gov.in</u> and the prospective bidder can request for e-auction up to **08.10.2021 PM on 05.00PM**.

The terms and conditions of the e-auction are given below :-

- 1. Each prospective bidder shall be required to submit a Bid Security Declaration.
 - (a) The Minimum Reserve Price has been fixed as Rs.15.60 Lakhs. for Nonexplosive quarry block of 0.25 hectares for one year for 12000 cbm.
 - (b) The bid security declaration should be reach to the Office of the Deputy Commissioner, North & Middle Andaman on or before **08.10.2021 up to 05.00 PM**
- The bid security declaration should be uploaded in <u>http://eauction.gov.in</u> No prospective bidder shall be allowed to participate in the e-auction process, if the bid security declaration is not deposited within the stipulated time in the office.
- 3. Any quarry areas can be withdrawn from the e-auction without assigning any reason thereof.
- 4. Only one quarry lease shall be permitted to a successful bidder in the District.
- 5. No sub-lease/ sublet or any types of agreement of the quarry shall be permitted.

- 6. No bid which is below the minimum reserve price fixed for the quarry area shall be accepted.
- 7. The period of lease shall be **only for one year** from the date of executing the lease deed.
- 8. No person shall be entitled to participate in the e-auction unless he furnishes:
- a. An affidavit sworn before any Magistrate/Notary Public to the effect that no amount of contract money, royalty in respect of any quarry lease/permit held by him earlier is outstanding against him/her.

<u>NOTE</u>: The above document is to be submitted along with the bid security declaration certificate.

- 9. The prospective bidder shall produce proof of submission of bid security declaration and the documents as above at the e-auction site (<u>https://eauction.gov.in</u>) prior to commencement of e-auction process. He/ She shall upload identity proof to establish his/her identity in the e-auction site (<u>https://eauction.gov.in</u>) failing which he/she shall not be allowed to take part in the e-auction.
- 10. The Deputy Commissioner, North & Middle Andaman may direct the bidders at the end of e-auction to produce the amount considered reasonable by him or a bank instrument of such amount in case he feels that the amount of bid has gone unreasonably high and there is a possibility of the bidders trying to skip away or refuse to deposit the due bid amount as per terms and conditions of the e-auction notice.
- 11. The highest bid received in the e-auction shall become a successful bid only after the approval of the Competent Authority.
- 12. The Successful bidder shall be liable to deposit 25% of his bid amount as security of the highest bid with the Deputy Commissioner, North & Middle Andaman at the end of e-auction in the form of A/c Payee FDR/Bankers Cheque/Bank guarantee/Demand Draft from any of the commercial banks drawn in favour of Senior Accounts Officer, DC Office, N&M Andaman, Mayabunder on the next working day of bid within office hours.

- 13. The lessee shall pay 3% of the bid amount as performance security in the form of A/c Payee Demand Draft, FDR/Bankers Cheque/Bank guarantee from any of the commercial banks, which shall remain valid for a period of 60 days beyond the expiry of the lease deed and subject to compliance of other terms and conditions of the lease deed/quarry plan, which shall be released after the expiry of lease deed.
- 14. The prospective bidder has to submit necessary copies of documents duly self attested viz. quarry lease deed and (or) Consent to Operate (CTO)/ consent to establish (CTE) issued by any State/UT Govt. or other Govt. agencies of two (2) years in quarrying and (or) crushing activities from the year beginning 2012 to till date. The prospective bidders has to submit an affidavit duly sworn before the Executive Magistrate/Notary Public stating that the prospective bidders has the capabilities with respect to personal, equipments/machineries and the manufacturing facilities in handling of quarrying and crushing units in compliance to the rules and regulation in force. The prospective bidders has an average annual financial turnover of Rs.56.00 Lakhs during the last three years ending 31st March, 2020 (balance sheet and profit & loss account of last three years of last three years for the said period". All prospective bidders should upload the aforesaid documents in the e-auction portal mandatorily.
- 15. The successful bidder shall have to execute quarry lease deed before execution of quarry operation.
- 16. The lessee shall pay residual bid amount before executing the lessee deed.
- 17. The lease holder shall be liable to pay advance income tax as per provisions of section 206(c) of income tax act in addition to bid amount, payable as per terms and condition of contract agreement before submission of royalty.
- 18. The lease holder shall be liable to pay the rent for the quarry area, royalty as notified from time to time.
- 19. The lease holder shall be liable to pay the GST as admissible time to time on royalty paid to GST Commissionrate and quarterly report to this effect shall be submitted to the Competent Authority.

- 20. The lease holder shall have stacking place for proper storage of quarry products in such a way that measurement would be taken if required.
- 21. The lease holder shall undertake the quarrying in the quarry area in terms of the quarry plan notified and in accordance with the responsibilities as laid down under Rule 13 of the A & N Islands Minor Minerals Rules, 2012.
- 22. No lease holder shall be entitled to raise any dispute with the reference to the survey and demarcation of the quarry permitted out to him after execution of the quarry lease deed.
- 23. The lease holder shall be permitted to extract maximum of **12,000 cbm** of minor mineral per annum from the Quarry area leased out to him and he/she is expected to satisfy himself of the availability of minor mineral to this extent prior to participating in the e-auction. It is reiterated that it is for the prospective bidders to do the estimation with regard to the potential of quarry site prior to the bidding which shall be the sole responsibility of prospective bidders.
- 24. **Site inspection may be** carried out by the prospective bidders for physical verification of the site of his/her interest. The quarry sites as shown in the annexure are easily identifiable on the field. However, assistance may be obtained from the district office, if required.
- 25. NO quarrying shall be permitted in a depression or below mean sea level.
- 26. Quarrying operation should not involve destruction of any tree and also should not violate other prohibited areas norms.
- 27. That the lease holder shall abide by the provisions of the Mines and Minerals (Regulation and development) Act, 1957, A & N Islands Minor Minerals Rules, 2012 and the Rules and Regulations regarding Employment and Conditions of Service as for the time being in force and also the provisions of other labour laws as are applicable to the workmen engaged in the quarries and any other relevant laws for the time being in force.
- 28. **In case of any** tree/ plantation is removed during quarrying activity, the lease holder will plant a minimum of twice the number of such plants, which will be in addition to the plantation to be done otherwise as per quarry plan. Before removal of any tree permission of competent authority shall be obtained.

- 29. **Over burden** and other waste if any, should be dumped at identified sites using proper techniques and precautions. Dumps the stabilised suitably by formation of retaining wall/ check dams at outer periphery of dumping sites followed by plantation. Inactive dumps should be covered under the plantation wherever required as proposed under quarry plan. Garland drain should be constructed around the waste dump site inside area to prevent run off from the waste dump to arrest siltation.
- 30. Regular sprinkling of water be carried out to ensure that the suspended particulate matter level does not exceed the ambient air quality standards, within the entire quarry leased area and the pathways leading to quarry area.
- 31. Sampling Of ambient air quality in the core zone for suspended particulate matter, respirable particulate matter sulphur dioxide, oxides of nitrogen should be carried out once in every six months in the consultation with the pollution control committee, Port Blair.
- 32. The overall noise level in and around the quarry area will be kept well within prescribed limits of noise emissions as per Environment Protection Act, 1986 and rules framed there under.
- 33. That the lease holder shall carry out quarrying in accordance with all other provisions applicable for undertaking quarrying including the provisions of Forest(Conservation) Act,1980 and Environment(Protection) Act,1986 and the rules made there under.
- 34. The Environment Clearance shall be obtained from the competent authority before the commencement of the quarrying operation by the lease holder and the lease holder shall comply/abide with any additional terms/conditions if any stipulated at time of consideration of case of Environmental Clearance and all environmental concerns and the safety of the workers are to be addressed by the lease holders.
- 35. Apart from above, the provisions of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Environment (Protection) Act, 1986 and the rules and regulation under Public liability insurance act, 1991 shall also be enforced.

- 36. That the lease holder shall without delay send a report of any accident, causing loss of life or serious bodily injuries or endangering life or property which may at any time occur at or in the said land during the course of operations undertaken under the lease, to the Tehsildar concerned and the deputy commissioner.
- 37. That the lease holder shall submit returns and maintain requisite register and memorandums as prescribed under the A & N Islands Minor Minerals Rules, 2012.
- 38. That on expiry or premature termination of the lease, the quarried materials, lying on the land from which they are extracted, shall become the absolute property of the administration.
- 39. Force Majeure means such of the following factors which substantially affect the performance of the agreement, such as: natural phenomena, including but not limited to floods, draughts, earthquakes, Cyclones and Epidemics; acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes. Either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.
- 40. The Lessee or the Deputy Commissioner, North & Middle Andaman shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.
- 41. However if such an event lasts for a period of 90 days or more then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same and such event shall be governed by Rule 46 of ANIMMR, 2012.

Further information required, if any, can be had from the Office of the undersigned on any working days.

Deputy Commissioner North & Middle Andaman District

List of Quarries Put for e-Auction is as under:-

Non-Explosive Quarry Block under North & Middle Andaman District

Village : Madhupur

Tehsil : Diglipur

Sl No	Quarry Block No.	Area (in Hect.)
1	Madhupur-A	0.25
2	Madhupur-C	0.25
3	Madhupur-D	0.25
4	Madhupur-E	0.25
5	Madhupur-F	0.25

Village : Shyamnagar

Tehsil : Diglipur

Sl No	Quarry Block No.	Area (in Hect.)
6	Shyamnagar-D	0.25

Village : Harinagar

Tehsil : Mayabunder

S1 No	Quarry Block No.	Area (in Hect.)
7	Harinagar-A	0.25
8	Harinagar-F	0.25
9	Harinagar-G	0.25
10	Harinagar-H	0.25

Village : Panchawati

Tehsil : Rangat

S1 No	Quarry Block No.	Area (in Hect.)
11	Panchawati-C	0.25
12	Panchawati-F	0.25

Deputy Commissioner North & Middle Andaman District

Bid-Security Declaration (To be in letter Pad)

То

The Deputy Commissioner North & Middle Andaman Mayabunder

Ref: (1) e-Auction Notice No.....of DC (N&MA) (2) Our Bid No..... dt. I/we, irrevocable declare as under:

I/we understand that, as per Clause..... of e-Auction conditions, bid must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/we hereby accept that I/we may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to DC (N&MA's) rights to claim damages or any other legal recourse) if,

- 1) I am / We are in a breach of any of the obligations under the bid conditions.
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by DC (N&MA's)/ Competent Authority, I/ We failed to deposit the prescribed Security Deposit or fail to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature

Name & Designation of the authorized person signing the Bid-Securing Declaration Form:

Date on date of month Year







