

SECTION A

CONDITIONS OF TENDERING

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GUJARAT NRE MINERALS LIMITED

CORPORATE ADDRESS: CNR BELLAMBI LANE & PRINCES HIGHWAY, RUSSELL VALE, NSW 2517
ABN 28 111 244 896

CONDITIONS OF TENDERING

1. NATURE OF CONTRACT

(a) Lump Sum Contract

The Contract, for which a Tender in accordance with these Conditions is to be submitted, is a Lump Sum Contract. The Lump Sum Tender is for the completion of the whole of the Works described and intended in the Tender Documents and executed in accordance therewith.

(b) Schedule of Rates Contract

The Contract for which a Tender in accordance with these Conditions is made, is a Schedule of Rates Contract and all work performed under it shall be in conformity and accordance with and subject to the requirements of the Tender Documents and executed in accordance therewith.

2. TENDER DOCUMENTS

(a) Lump Sum Contract

The Tender Documents shall be these Conditions of Tendering, the General Terms and Conditions of Contract, the Specification including any Schedule thereto, the Drawings and any drawings and written statement required by any of the aforesaid documents to be submitted by the Tender together with the completed Parts of the Form of Tender including Schedules.

(b) Schedule of Rates Contract

The Tender Documents shall be these Conditions of Tendering and General Terms and Conditions of Contract, the Specification including the Schedule of Rates and any other Schedule thereto and the Drawings and any drawings and written statement required by any of the aforesaid documents to be submitted by the Tender together with the completed Parts of the Form of Tender including Schedules.

3. CONTENTS OF TENDER

The Tender submitted shall be prepared in accordance with the following requirements:

- 3.1 The Tender shall be submitted upon the Form of Tender provided and all the Tender Documents shall be deemed to form part of the Tender. The Tender shall



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signed by a duly authorised representative of the Tender and preferably the signature shall be witnessed.

- 3.2 Each Tender shall contain an address and facsimile number (if any) for service of any notices to the Tender in connection with the Tender.
- 3.3 Tender (if a person) and when the Tender is in the name of a firm, the names in full and addresses of each member of the firm. When the Tender is by a company, the Tender shall state the name of the company, trading name (if any), and the address of the Registered Office of the company.
- 3.4 The Tender shall stamp or note the Tender's name on each page of the Tender.

4. TENDERER TO BE INFORMED

- 4.1 The Tender shall take all necessary steps to be acquainted with all conditions relating to the Tender Documents and prior to submitting a Tender inspect the Site (if any) and provide in the Tender for all obligations and risks which are not specifically designated in the Tender Documents as the Company's responsibility.
- 4.2 If the Tender has any doubts as to the meaning or interpretation of any portion of the Tender Documents or believes there is conflict between the Company's issued documents, the Tender shall either
 - ask the Company or Company Representative, in writing, for clarification, which clarification shall be valid only if issued in writing; or
 - when submitting the Tender include a statement of the interpretation which has been relied upon in the preparation of the Tender.

Failure by the Tender to take either of these actions on any particular issue shall be deemed to constitute acceptance of the interpretation by the Company of the document on the point at issue.

The Company will reject tenders as non-conforming which include interpretations which, in the opinion of the Company, do not deal with genuine conflicts or discrepancies but are attempts to rewrite the provisions concerned.

Any clarification given pursuant to this clause may also be issued by the Company to all other prospective Tenders.



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5. LODGEMENT OF TENDERS

- 5.1 The Tenders can be lodged by return email or delivered to the address below. If delivered by post or in person the Tender(s) shall be enclosed in a sealed envelope suitably endorsed as follows:

Enquiry No: **GNML- LW/09/0910**

Closing Date **30th October 2009**

Enquiry Title: **Longwall Equipment For No1 Mine**

Attention: Tender Committee

and the Tender shall be lodged in the Tender Box at the nominated location, or posted to arrive no later than the nominated closing time on the closing date for Tenders nominated in the Company's Invitation to Tender.

- 5.2 If the Company decides to extend the closing date for the Tenders, the Company shall promptly notify all Tenders of any extension to the tendering period.
- 5.3 Facsimiled Tenders may be accepted by prior agreement with the contact person nominated in the letter of invitation to tender.

6. CONFORMING TENDER

A conforming Tender shall be submitted for the Works as specified. Tenders which do not comply with this requirement may be treated as informal and may be rejected.

Alternative Tenders, which must be accompanied by a conforming Tender, may be submitted providing full details of the benefits to the Company over those for a conforming Tender are given with the alternative Tender. The alternative(s) offered shall meet or exceed the requirements of the Technical Specification.

Where a Tender has more than one offer for any part of the work, completed copies of the appropriate Form of Tender shall be submitted for each offer.



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7. INFORMAL TENDERS

Any Tender may be rejected which does not comply with requirements of or which contains provisions not required by the Tender Documents.

8. WITHDRAWAL OF TENDERS

All Tenders shall be valid for a minimum period of ninety (90) days from the closing date for Tenders.

A Tender may only be withdrawn following the expiration of ninety (90) days from the closing date for Tenders.

9. ACCEPTANCE OF TENDERS

9.1 The Company shall not be bound to accept the lowest or any Tender.

9.2 A Tender shall be deemed to be accepted when a notice in writing of such acceptance is handed to the Tender or is posted to the Tender at the address furnished by the Tender pursuant to Clause 3.2 above. In the latter case, the date of posting shall be deemed to be the Date of Contract.

9.3 A facsimile, telex or telegram notifying acceptance shall constitute an acceptable notice under Clause 9.2. The date of transmittal of the telex/telegram/facsimile shall be deemed to be the Date of Contract. The Company will confirm all such acceptances by mail.

9.4 Unless and until a Formal Agreement is executed, the Tender Documents together with the Company's written acceptance thereof shall constitute the Contract between the Company and the successful Tender together with any other documents named in the written acceptance which did not form part of the Tender Documents.

10. DRAWINGS

"The Drawings" for the purpose of the Tender Documents include all drawings referred to in this Clause.

The Drawings listed in the Tender Documents may not fully detail the scope of work.

The Drawings forwarded with the Tender Documents may not be the full set as listed in the Specification. The Tender may view the omitted Drawings and any reference drawings necessary to prepare the Tender upon request to the Company.



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The Tender shall not reproduce any drawings and/or documents issued as part of the Tender Documents if any drawings or documents are marked or otherwise identified as confidential.

11. GOODS AND SERVICES TAX

Goods and Services Tax shall be excluded from the Tender's prices and rates.

12. CONFIDENTIAL INFORMATION

The Tender acknowledges and agrees that any information (whether oral, written or pictorial) contained in the Tender Documents or given to the Tender to assist in the preparation of a Tender is confidential to the Company and shall not be used or supplied to others by the Tender except for the purposes of preparing and submitting a Tender.

The Tender agrees to ensure that any employee, agent or contractor to the Tender, or any person to whom the Tender supplies such information as permitted by this Clause will be bound by terms no less onerous than those contained in this Clause.

13. RETURN OF DOCUMENTS

All Tender Documents and information issued to the Tender, including copies made by the Tender or other persons or firms to whom information has been supplied, as permitted by Clause 12, shall remain the property of the Company and shall be promptly returned if their return is requested.

The Tender's documents shall become the property of the Company and will not be returned to the Tender even in the event the Tender is unsuccessful with a Tender for this Tender Enquiry.

14. PREFERENCE FOR AUSTRALIAN MADE GOODS

Components shall, as far as practical, be chosen from items that are readily available in Australia and for which technical service and spare parts are readily available within Australia.