



**e-Auction No. GS/SS/02/2023-24**

# **Sale of Raw Silica sand Through e-Auction**

**Marketing & Sales Department  
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(A GOVERNMENT OF GUJARAT UNDERTAKING)  
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## **DISCLAIMER**

1. The Information contained in this document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of GMDC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.
2. This document is not an agreement and is neither an offer nor invitation by GMDC to the prospective Bidders or any other person. The purpose of this document is to provide interested Bidders with information that may be useful to them in making their Bids/Proposals pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by the GMDC in relation to the e-auction. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for GMDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document, may not be complete, accurate, adequate or correct.
3. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtains independent advice from appropriate sources.
4. Information provided in this document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The GMDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. GMDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in the Bidding Process.
6. GMDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.
7. GMDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder.
9. GMDC reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

## DEFINITIONS

**“Base Price / Floor Price”** means the minimum basic price fixed for particular stacks and bidders are required to quote in incremental Rs. above this price

**“Quoted Price / Offer Price”** means the price quoted by bidders in e-Auction during online bidding process, for successful bidder the same will be termed as offer price after successful bidding in e-Auction for individual stacks

**“Invoice Price”** means the price chargeable after the mutually agreed quality parameter and any difference between offer price and invoice price shall be adjusted by relevant debit/credit note on prorata quality parameters

**“Successful Bidder”** means the bidder who had quoted highest price for particular stacks during online bidding in e-Auction

# Chapter-I: Background & Brief Introduction of Offer

## 1. Background:

Gujarat Mineral Development Corporation is a Government of Gujarat undertaking holding Silica Sand lease in Rajpardi, Bharuch district of Gujarat State. GMDC is having about **18Million MT of Silica sand** stock at mentioned location.

### 1.1. Quantity, Quality & Location

GMDC offer the sale of Raw Silica sand from its Rajpardi Lignite Project, Bharuch District, on “**as is where is and no complaint basis**” for all interested buyers through transparent mechanism of e-Auction for getting maximum offer price. Raw silica sand Auction quantity is 1.0 Lakh MT from specific stack or any other nearby stack in case of any exigencies.

- Minimum Quantity to bid for: 5000 MT
- Maximum Quantity: 100000 MT
- Quantity Increment: 5000 MT

Indicated quality parameters of Silica sand:

| Constitute                         | Received Base analysis |
|------------------------------------|------------------------|
| SiO <sub>2</sub> (%)               | 95 – 97                |
| Al <sub>2</sub> O <sub>3</sub> (%) | 1 – 1.5                |
| Fe <sub>2</sub> O <sub>3</sub> (%) | 0.5 – 1                |
| TiO <sub>2</sub> (%)               | 0.2 – 0.3              |
| LOI (%)                            | 0.5 – 0.8              |

Sale of Raw Silica sand through e-Auction has been introduced with a view to provide differentiated yet equitable access to Silica sand to all buyers based on its intended use as per relevant government mandate. e-Auction has been introduced to bring transparency in making available Silica sand to all sections of Buyers enabling them to procure through a tech-enabled consumer friendly system.

### 1.2. Governing Guidelines & Applicable Laws

The guidelines related to Silica sand and its sales are as per MMDR Act-1957, MCDR-1988, prevailing Guideline issued by Indian Bureau of Mines, Ministry of Mines (Govt. of India) and Commissioner of Geology & Mining, Industries & Mines Department, Government of Gujarat, with all the applicable revisions and amendments.

The e-Auction is conducted as per present guidelines by Government of Gujarat for sale of Silica sand.

## 2. Offer to Sale of Raw Silica sand through e-Auction:

GMDC offer the sale of Raw Silica sand from Rajpardi Lignite project, Bharuch District, on “**as is where is basis**”, the quality, quantity, location, dispatch arrangement, base price/ floor price, structure of pricing for Silica sand and applicable royalty, levies and taxes on quoted price/invoice price are described as below in order to educate/awareness of the bidders before participating in the e-Auction.

### **2.1. Quality, Quantity & Location of Raw silica sand**

For Silica sand, the quality parameters may vary as the stacks are very heterogeneous in nature. The interested bidders are requested to check and verify themselves with the quality of Silica sand being offered. The bidders are allowed to take sample of Silica sand for which they have to make their own arrangement for collection of sample after seeking prior appointment from General Manger (Project). The site visit declaration is also required to be submitted with Form-A.

### **2.2. Dispatch Arrangement at Locations**

Rajpardi project are equipped with fully digitized dispatch system alongwith good internet connectivity in normal weather conditions. The dispatch situation faces adversity during monsoon months. It is to be noted that Loading & Transportation will be in scope of the buyer. The capacities of weighbridges and mines location are as below:

| <b>Sr.</b> | <b>Name of Mine</b>      | <b>Location</b> | <b>No. of Weigh Bridge</b> | <b>Capacity in MT</b> |
|------------|--------------------------|-----------------|----------------------------|-----------------------|
| 1          | Rajpardi Lignite project | Rajpardi        | 01                         | 50                    |

### **2.3. Base Price/ Floor Price**

There will be base price / floor price for Silica sand and bidders have to quote above the base price as per incremental value during online bidding in e-Auction. The Base Price / Floor price for Raw silica sand is 40 INR per Metric Tonne. The base price is excluding any levies & taxes. Bidder shall quote per MT price only.

The quality parameters given for Silica sand are provided for rough estimates only.

### **2.4. Quoted Price / Offer Price**

The qualified bidders for e-Auction will quote for Silica sand in incremental values during online bidding for individual stack's quantity and the price bided by them will be called as "Quoted Price". The highest bidder for lot will be the successful bidder or H1 Bidders and the material of lot shall be offered to the successful bidder at "Quoted price" which will also be called as "Offer Price" after selection and approval of the bided price. The bidders may be asked for negotiation round after successfully bidding process as per GMDC's jurisdiction, before final offer. The price as per Sale Order/ LoI shall be called as "Offer Price". The quoted/offer price is excluding any levies & taxes. The quantity shall be offered at the earliest to successful bidders.

### **2.5 Invoice Price**

Sale Order / LoI shall be issued to successful bidder at Offer Price, and payment for the material will be collected before generation of Delivery Order.

For any correction/ adjustment of offer price from this arrangement shall be applicable to successful bidder and relevant debit/credit note will be issued accordingly.

### **2.5. Price Structure of Silica sand and applicable rates, royalty, levies and taxes**

The sale of Raw Silica Sand is governed as per applicable prevailing rules and regulations related to royalty, DMF, NMET, GST and TCS/TDS. The basic price is decided on the basis of Offer Price which doesn't include royalty, DMF, NMET, GST and TCS/TDS or any other taxes/ levies. The derived price will be rounded upto 02 decimals.

| NG SILICA SAND |       |         |                     |                        |                  |                  |                  |           |        |                |
|----------------|-------|---------|---------------------|------------------------|------------------|------------------|------------------|-----------|--------|----------------|
| Mineral        | Basic | Royalty | DMF @10% on royalty | 80% Premium on royalty | Assessible Total | <u>SGST @2.5</u> | <u>CGST @2.5</u> | IGST @ 5% | Total  | Round up Total |
| NG SILICA SAND | 40    | 45      | 4.5                 | 36                     | 125.50           | 3.14             | 3.14             | 0         | 131.78 | 132.00         |

**2.5.1.Royalty:**

Royalty @ 45 INR per metric tonne

**2.5.2.DMF:**

District Mineral Foundation Fund @10% of Royalty paid is also applicable on Silica Sand Sale.

**2.6.3 Premium on Royalty**

Premium on royalty @ 80% of royalty = 35 INR per Metric tonne

**2.6.4 GST:**

GST @ 5% on assessable value (Basic Price, Royalty, DMF, NMET) is applicable (2.5% SGST, 2.5% CGST, or IGST for outstate supply). GST will be chargeable as per prevailing rules and the rate at present is 5%.

**2.6.5 TCS/TDS:**

TCS @ 0.1 % and TDS are chargeable as per applicable prevailing rules & regulation.

## Chapter-II: Instructions to Bidders & Guideline for e-Auction

### 1. Eligibility of Bidders:

The interested bidders shall suffice following documentation and registration related requirements in order to participate in e-Auction.

#### 1.1. Document Required (Form-A)

The interested bidders shall submit following self-certified hardcopy of documents to GMDC Ltd in sealed envelope titles with auction number and upload scanned documents to e-Auction portal (Online) before last date for submission of documents.

1. Form-A (As per Annexure-I)
2. Copy of PAN Card
3. Copy of GST Certificate
4. Registration Proof of Firm (as applicable)
5. Address Proof (Electricity/ Telephone Bill etc.)
6. Bid Security Amount @ INR (3% of Base price\* bidding quantity) via DD /NEFT / RTGS (as mentioned in relevant clause)
7. Copy of Valid Export License (required for export use only)
8. Stockiest Registration for Mineral Storage issued by Commissioner of Geology & Mining, Gandhinagar
9. Details of registration with procure / Digital Key
10. Power of Attorney for the authorized person (As per Annexure-II)
11. Declaration Regarding knowledge & awareness of Rules & Regulations
12. Declaration Regarding Site Visit & Sample Analysis

In case of bidder being a company, a Power of Attorney for the authorized person of the bidder must be enclosed with Form-A as per format placed at Annexure-II.

In case of bidder being an individual/proprietorship, no authorization would be required.

GMDC reserves unabridged right to examine the original documents, whose copies have been submitted and seek clarification to determine eligibility of bidders to participate in the e-Auction.

#### 1.2. Bid Security Amount

All interested bidders shall have to furnish non-interest-bearing Bid Security Amount of INR (3% of Base price\* bidding quantity), for participation in e-Auction. Eligible Quantity for Bidding shall be decided based on amount paid as Bid Security for minimum lot of 5,000 MT and incremental lot of 5,000 MT upto total quantities under auction. For Example, if you want to bid for 50,000 MT quantity, bid security amount will be INR 60,000 (1.2\*50000). Therefore, it is advised to submit the Form-A along with details of Bid Security Amount deposited in advance.

The Bid Security amount is for participation in e-Auction only, after successful acceptance of offer and approval by GMDC, the Bid Security amount shall be refunded or adjusted accordingly on bidder's request.

Options for Payment of Bid Security Amount:

- a) The Bid Security amount/ Security Deposit can be paid by Demand Draft in favor of 'GMDC Ltd. Payable at Ahmedabad or by electronic transfer through RTGS/NEFT in GMDC's **Bank Account No. 00062090000855 (IFSC Code- HDFC0000006)**.
- b) Bidder shall provide the details like Demand Draft no & Date, Bank Name & Amount, for

RTGS/NEFT amount transferred, transfer date and UTR no. in Form-A itself. Bid Security by bank guarantee shall not be accepted.

All rights regarding the amount and mode of Bid Security Amount shall be with GMDC only.

### 1.3. Digital Key and Registration with nProcure (e-Auction Service Provider)

All interested bidder shall get themselves registered with nProcure / nCode Solutions Pvt Ltd in order to participate in e-Auction. The contact details are as mentioned below:

Procure Help Desk :-( between 10.00am to 8.00pm on all working days.)

In case buyers need any clarifications or if training required to participate in online e-Auction, they can contact (n)Procure Support team, preferably prior to e-Auction Schedule to avoid inconveniency:-

(n)Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell

403, GNFC Info tower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Landline

Airtel : +91-79-40007501, 40007512, 40007516,40007517,40007525, 40007589,

Fax : +91-79-40007533

E-mail : [nprocure@ncode.in](mailto:nprocure@ncode.in)

TOLL FREE NUMBER: 1-800-419-4632 and 1-800-233-7944

The stepwise guide is placed at Annexure-IV

## 2. Process of Participation & Bidding in e-Auction:

- a) After preliminary qualification based on documents submitted by bidders, the auction process will be initiated as per schedule/timeline stated in this document.

| Sr | Event / Activity  | Tentative Date             |
|----|---|----------------------------|
| 1  | Available Online for Download from date                         | 6 <sup>th</sup> June,2023  |
| 2  | Last Date for Download  | 21 <sup>st</sup> June,2023 |
| 3  | Last Date for Submission of Tech. Bid / Documents as per Form-A | 21 <sup>st</sup> June,2023 |
| 4  | Opening of Technical Bids                                       | 21 <sup>st</sup> June,2023 |
| 5  | Evaluation of Technical Bid (Start Date)                        | 23 <sup>rd</sup> June,2023 |
| 6  | Intimation to Technically Qualified Bidders                     | 28 <sup>th</sup> June,2023 |
| 7  | e-Auction Demo/ Mock Bidding                                    | 3 <sup>rd</sup> July,2023  |
| 8  | Intimation & Confirmation for e-Auction to bidders              | 7 <sup>th</sup> July,2023  |
| 9  | e-Auction Date (Tentative)                                      | 12 <sup>th</sup> July,2023 |

- b) Pre-bid Meeting will be conducted on **15/06/2023 at 12:00 PM**, GMDC Ltd, Corporate Office, Near Helmet Cross Road, University Ground, Vastrapur, Ahmedabad 380052 or may be conducted online as per prevailing situation. For any query related to Pre-bid of e-Auction please email on [sales@gmdcltd.com](mailto:sales@gmdcltd.com) or call on 6359947641. The last date for receiving queries for Prebid meeting is **14/06/2023**.

- c) After verification of the documents eligibility shall be decided. GMDC will send the list of eligible bidders to nProcure Ltd subject to minimum 03 eligible bidders. GMDC will inform all eligible bidders individually through mail only.
- d) The bidders have to complete the registration process with nProcure Ltd before **21/06/2023 before 5:00 PM** without which bidders cannot participate in e-Auction. However, to avoid inconvenience, bidders are advised to complete the registration process in advance.
- e) After qualification of bidders, e-Auction Demo will be organized as per scheduled date and real-time demo shall be given by service provider before actual e-Auction in order to educate and familiarize the bidders for e-Auction process.
- f) The bidders are advised to get themselves acquainted and seek assistance of the e-Auction service provider before actual e-Auction with respect to system and infrastructure requirement in order to avoid inconvenience or system failure during e-Auction.
- g) **Corrigendum:**  
Corrigendum if any shall be uploaded on [www.gmdcltd.com](http://www.gmdcltd.com) and service provider's <https://www.nprocure.com> website only. Please note that there is no provision to take out the list of parties downloading the offer document from the above referred website i.e. [www.gmdcltd.com](http://www.gmdcltd.com). As such bidders are requested to see the website of [www.gmdcltd.com](http://www.gmdcltd.com) and <https://www.nprocure.com> once again (up to the last minutes) before due date and time of submission of bid to ensure that they have not missed any corrigendum uploaded against the said offer after downloading the document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.
- h) No separate intimation in respect of corrigendum will be sent to bidder who down loaded the document from the website as information in this respect will not be available to GMDC.

## **2.1. Guideline for Online Bidding in e-Auction**

- a) Bidders have to submit individual price during e-Auction in order to win lot, the highest bidder (H1) will be the successful bidder.
- b) Minimum Bid requirement for lot will be 02 quotes from different bidders for qualifying for offer of the stack, stacks receiving less than 02 bid will not be allotted to any bidder.
- c) Bidders are advised to check the location of Silica sand stack before bidding, the order of lifting the stacks based on location shall be assessed before quoting for the same.
- d) For any issue regarding location and quantity offered, MD, GMDC will be the final appellate authority.
- e) The eligible quantity for individual bidders shall be based on the Bid Security Amount submitted by the bidders only. As per clause 1.2 of chapter-II.
- f) Minimum lot for eligible quantity for bidding is 5,000 MT and incremental quantity is 5,000 MT upto total quantity offered under auction.
- g) The eligible quantity shall be worked out from bidders end before participation in this e-Auction. The eligible quantity as per Form-A and Bid Security amount paid against the eligible quantity shall not be allowed to change once the technical/ pre-qualification stage is completed. The eligible quantity shall be continued till completion of e-Auction.
- h) Bidders shall quote their offer price during e-Auction as per their eligible quantity with minimum lot of 5,000 MT and incremental lot of 5,000 MT.
- i) The live e-Auction bidding will be based on PQT (Price, Quantity, Time) preference mode.  
For example:

| Bidder Name | Eligible Quantity | Bid Security Amt (3% of Basic Floor Price i.e. 1.2 Rs.) |
|-------------|-------------------|---|
| ABC         | 10,000            | 12,000  |
| DEF         | 20,000            | 24,000  |
| GHI         | 50,000            | 60,500  |
| XYZ         | 1,00,000          | 1,20,000  |

Total offered quantity is 1,00,000 MT.

During auction above bidders are allowed to quote the price within limit of their eligible quantity.

| Bidder Name | Eligible Quantity | Lot Qty.   |
|-------------|-------------------|--|
| ABC         | 10,000            | 10,000   |
| DEF         | 20,000            | 10,000+10000 or 20,000   |
| GHI         | 50,000            | 5 lot of 10,000 or single lot of 50,000 or any combination within multiple of 10,000 |
| XYZ         | 1,00,000          | any combination of lots within multiple of 10,000                                    |

The below mentioned offer of quantity is for representation purpose only:

| Bidder Name | Eligible Quantity | Bidding Lots (MT) | Price quoted/MT | Qualified Price/MT | Qualified Qty & Price per MT |
|-------------|-------------------|-------------------|-----------------|--------------------|------------------------------|
| ABC         | 10,000            | 10,000            | 51              | 51 (H1)            | 10,000 @ 51                  |
| DEF         | 20,000            | 20,000            | 49              | 49 (H3)            | 20,000 @ 49                  |
| GHI         | 50,000            | 30,000            | 50 for 30,000   | 50 (H2)            | 30,000 @ 50                  |
|             |                   | 20,000            | 49 for 20,000   | 49 (H3)            | 20,000 @ 49                  |
| XYZ         | 1,00,000          | 1,00,000          | 48 for 1,00,000 | 48 (H4)            | 20,000 @ 48                  |
|             |                   |                   |                 | TOTAL              | 1,00,000                     |

During live bidding the bidder are advised to bid for the qualified quantity limit as per their preference. The process of online bidding shall further be clarified during pre-bid meeting and online e-Auction demo before actual e-Auction.

## 2.2. Offer / Allotment to Successful Bidders:

- The respective bidder for offered rate and quantity will be offered quantity based on PQT criteria after completion of e-Auction and approval of GMDC management.
- GMDC may offer the bided quantity to other participating bidders at H1/offered rate, if the participating highest bidder, do not show interest for the quantity bided. GMDC reserves the right to dispose of the remaining quantity to any interested bidder at same offered rate (offer will be made in descending order to bidder by H1, H2, H3...). The modality to offer leftover quantity by H1 bidder to other bidders shall be valid for 01 Year for the remaining quantity left by H1 bidder in e-Auction. In this case if H1 Bidder didn't show interest for quantity offered (won), than bid security of such bidder will be forfeited in full and collected from other interested bidder before offering the quantity. Similarly, if any material is left behind by the successful bidder after LoI/ Sale Order/ Supplementary LoI, security deposit shall be

forfeited @ 10% of value of such balance quantity left.

- c) Decision of MD, GMDC will be final and binding to successful bidder with respect to quoted price and quantity.
- d) GMDC reserves the right to defer/accept/split/divide/cancel the offer without assigning any reason thereof.
- e) GMDC reserves the right at its own discretion to accept or to reject or any/all the offers partly or fully at any stage of the process and/or modify the process without assigning any reason whatsoever and also to seek additional information from prospective bidders who respond to this.

**2.3. Refund / Forfeiture of Bid Security Amount:**

- a) The Bid Security submitted by the successful Bidders will be liable for forfeiture in the event, bidder fails to execute the sale with respect to terms and condition of e-Auction documents or sale order issued to them.
- b) After qualifying and submitting Bid Security for the e-Auction, if any bidder fails to quote their price, then 5% of the amount deposited as Bid Security will be forfeited by GMDC and shall not be refunded.
- c) Bidders are advised to participate in e-Auction after evaluating all possibilities & parameters. This is in order to have better competitive bidding and restrict bidders who are casually interested to participate and complicate the bidding and efforts made by GMDC.
- d) For any decision regarding Bid Security Amount, MD, GMDC will be the final appellate authority and decision regarding waiver of forfeiture of Bid Security shall be at his jurisdiction.

## Chapter-III: Instructions to Bidders & Guideline for e-Auction

### 1. Scope of Work for Successful Bidder:

GMDC will offer quoted quantity to respective H1 or/and H2 other bidder at earliest.

#### 1.1. Confirmation of Offer & Acceptance:

GMDC will confirm the offer quantity to respective H1 and/or H2 bidder and ask to submit relevant Security Deposit @ (5% of offer price \* offered quantity) of applicable offer price for whole interested quantity. E.g. If offer price is 50 INR/MT and quantity is 30,000 MT, than Security deposit will be INR75000 (5% of 50 \* 30000).

The successful bidder shall confirm the offer in written alongwith applicable Security Deposit.

The offer shall be valid for 90 days from date of e-Auction for successful bidder.

#### 1.2. Submission of Security Deposit:

For successful bidder the Security Deposit @ (5% of offer price \* offered quantity) for bided quantity shall be applicable and successful bidders shall deposit it within 15 days of intimation by GMDC after which Sale Order / LoI shall be issued.

##### 1.2.1.Payment of Security Deposit:

- a) The Security Deposit can be paid by Demand Draft in favor of 'GMDC Ltd. Payable at Ahmedabad or by electronic transfer through RTGS/NEFT in GMDC's **Bank Account No. 00062090000855 (IFSC Code- HDFC0000006)**.
- b) The Security Deposit can also be paid by way of electronic Bank Guarantee issued in name of GMDC Ltd (**Annexure-V**) for validity of 01 year and claim period of 1 year, issued by authorized bank except co-operative banks as per Finance Dept, Government of Gujarat GR No.EMD/04/2022/0002/DMO Dt.20.05.2022 & its corrigendum or relevant latest GR in reference of SD/EMD. **For Security Deposit by mode of BG:** The same shall be issued as **electronic bank guarantee** covering period of lifting or 02 years whichever is longer and having 01 year claim period.
- c) Bidder shall provide the details like Demand Draft no & Date, Bank Name & Amount, for RTGS/NEFT amount transferred, transfer date and UTR no.

**All rights regarding the amount and mode of SD shall be with GMDC only.**

##### 1.2.2.Forfeiture of Security Deposit:

- a) The Security Deposit submitted by the successful Bidders shall be liable for forfeiture in the event, bidder fails to execute the sale with respect to terms and condition of e-Auction documents or sale order issued to them.
- b) At the time of refund of SD to successful bidder after completion of their work, an under taking will be taken from the successful bidders that will not claim any difference in future on any account. If there is change in statutory levies GMDC will charge it to bidder.
- c) The SD will be refunded only after successful lifting of all bided quantity and after submission of all required statutory documents to GMDC.

- d) For any decision regarding Security Deposit, MD, GMDC will be the final appellate authority and decision regarding waiver of forfeiture of Security Deposit shall be at his jurisdiction.

**1.3. Issuance of LoI/ Sale Order/ Supplementary LoI:**

- a) After acceptance and receipt of SD, LoI shall be issued for the offered quantity which is approved by government within 15 days.
- b) The time allotted for making payment for delivery order shall be 15 days for date of issuance of LoI/Sale Order/ Supplementary LoI for domestic sale.
- c) LoI/Sale Order shall be treated as agreement / contract subsequent to tender and always read with/in addition to terms and conditions of this tender document.

**1.4. Registration Process as GMDC Customer & Forms, Undertaking:**

- a) The successful bidder shall have to complete the registration related formalities before payment for delivery order and booking as per normal practice of GMDC.
- b) Documents as per registration forms and undertaking shall be asked from GMDC at the time of registration from successful bidders.

**1.5. Mode of Payment for Delivery Orders:**

- a) The successful bidder shall have to make payment for delivery order within 15 days of issuance of LOI/ Sale Order by following modes:
  - i) by electronic transfer through RTGS/NEFT in GMDC's Bank Account No. 00062090000855 (IFSC Code- HDFC0000006)
  - ii) By Online DO booking portal through NSDL Payment Gateway
- b) The lifting schedule shall be applicable from date of issuance of 1<sup>st</sup> Delivery Order and shall be as per Annexure-III.

**1.6. Lifting, Schedule & extension:**

- a) The tentative lifting schedule will be as per Annexure-III.
- b) The tentative lifting schedule is as per Annexure-III, however the overall time period shall be considered for all quantity offered to bidder. The lifting schedule shall be kept flexible. The same shall be applicable for approved quantity, for under approval quantity the schedule shall be effective as per once Supplementary LOI is issued and ancillary timeline. Decision of MD, GMDC will be final in issues related to lifting schedule extension with/without applicability of LD.
- c) After the expiry of the period of Sale as per the sale Order and extension of timeline, all unlifted material lying in the Mine shall become the property of GMDC and GMDC will be free to dispose it as deem fit
- d) In case of any change in the laws/directives / rules of the Central / State Government regarding sale or delay in granting the permission for sale of Silica sand or revocation of permission to sale of Silica sand and execution of work related thereto, the same shall have to be strictly adhered to by successful bidder and shall be binding upon him, GMDC will not be responsible for any compensation for any damages suffered by successful bidder due to such changes or delay.

### 1.7. Dispatch and Site Management:

- a) Under the directions of GM (Project) of the Mine the successful bidder shall deploy its own manpower and machinery for loading and transportation of Silica sand. Loading of Silica sand and weighing of the trucks would be permitted strictly during office hours on all working days only.
- b) In case of any exigency, however, the successful bidder will have to take prior written permission of General Manager (Project) for the loading and weighing of Silica sand trucks during holidays and beyond office hours, as the case may be. In this situation successful bidder shall have to borne all relevant expenses incurred by GMDC in this regard such as overtime & Lighting arrangement, if the minimum offtake in 24 hours is below 1000 MT. The relevant expenses shall be recovered at Project level by General Manager (Project).
- c) In addition to the information that may be required to be provided in accordance with applicable law, the successful bidder shall provide periodic reports to the competent authority as may be specified by GMDC regarding Silica sand purchase, including any compliance requirement in accordance with the provisions of laws. (Annexure-VI)
- d) **Weighment:** Weighment of Silica sand will be carried out at GMDC's weighbridge located at GMDC's Mines or GMDC's authorized weighbridge and the quantity recorded shall be final for all transactions.
- e) The successful Bidder shall obtain and maintain all statutory approval required for loading, purchase & transport of Silica sand. The successful bidder shall also submit such reports and information as required under the applicable acts and rules.
- f) Any request / communication for change in lifting / dispatch schedule or any other issue shall be communicated to GMDC at least before 7 days in advance of such requirement.
- g) The location of weighbridges and their capacity are provided in clause 2.2., Bidder shall plan accordingly.

### 1.8. Liquidated Damages:

- a) The successful bidder will be assigned time schedule for lifting of Silica sand at the time of issuance of sale order. The successful bidder shall have to lift at least 80% of the Silica sand quantity as per the given time schedule of delivery, failing which the liquidated damages shall be levied at the end of the whole schedule on the shortfall quantity of the assigned lifting quantity of Silica sand at the rate of 10% of the agreed basic sale price per MT. The amount of the liquidated damages shall be recovered either from SD/ payment made towards obtaining delivery order or any other amount of bidder lying with GMDC.

For example:

|  |   |
|--|---|
| Offer Price Rs/MT                                      | Rs.50   |
| Quantity of Silica sand in MT                          | 1,00,000  |
| Lifting Period   | 120 Days from DO Date   |
| If bidder lifts more than 80% quantity                 | No LD shall be levied   |
| If bidder lifts less than 80% quantity                 | LD @ 10% of value (agreed basic price* quantity) of Unlifted material shall be deducted from SD |
| Example: Unlifted quantity after 120 days is 30,000 MT | LD = 10,000*50*10%<br>=50,000/- LD shall be levied  |

- b) The decision of MD, GMDC shall be final and binding for applicability of Liquidated damages.

## Chapter-IV : Other Terms and Conditions

### 1. Legal Jurisdiction & Arbitration:

- a) The matter relating to any differences arising out of this e-Auction and subsequent contract shall be subject to the exclusive jurisdiction of courts at Ahmedabad only.
- b) All questions, disputes, differences whatsoever which may at any time arise between GMDC and successful bidder in connection with the e-Auction and subsequent contract any matter arising out of or in relation thereto, shall be referred to fast track arbitration / sole arbitrator as per the provision of Arbitration and Conciliation Act, 1996, as amended from time to time. The language of the Arbitration proceedings shall be in English only. The venue of the arbitration proceedings shall be at Ahmedabad only.
- c) **Power to remove difficulties:**  
In case of any difficulty arises in performing this contract as per the conditions stipulated therein to any successful bidder / contractor, such contractor in respect of difficulties faced by him/his identity, will submit meritorious representation in this regard to MD-GMDC, who after considering will be authorized to take suitable decision including amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc.

### 2. Compliance of Statutes:

The successful bidder will strictly abide by all the laws governing employment, payment of wages, Safety and welfare of their labor and staff and provision of Minimum Wages Act, PF/ Gratuity Act, the Employee's Compensation Act, Contract Labor (Abolition and Regulation) Act, the Mines Act, Industrial Dispute Act, Bonus Act and other Statutory provisions as existing now or as may be introduced later as well as those orders of Govt. of India or State applicable to GMDC and the Rules and Regulations framed under the said Acts. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions of the said Acts and the Rules and Regulations, bylaws or the Orders made there under, such amounts shall be recoverable from successful bidder. Any consequences arising out of non-compliance of Safety Provisions will be at successful bidder's sole risk and cost. The successful bidder will also have to maintain all the statutory registers under the above Acts and Regulations and shall submit the same on demand by the Mines Manager / General Manager (Project).

### 3. Non-fulfillment of terms and conditions of contract / sale order:

- a) If the successful bidder fails to lift the Silica sand as per the delivery schedule/extended period, GMDC shall be entitled to forfeit the amount paid towards obtaining the delivery order by successful bidder.
- b) Likewise, if the successful bidder does not fulfill the terms and conditions of the contract and does not lift the Silica sand per the schedule / extended period given by GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the amount paid towards obtaining the delivery order by the successful bidder.
- c) For any reasons, if it is required, the GMDC reserves rights to cancel terminate amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice to the successful bidder and without incurring any responsibility. For such cases, successful bidder shall have to take away his labor, tools, tackles, machinery,

equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

- d) In case of any change in the directives / rules of the Central / State Government regarding sale of Silica sand and execution of work related thereto, the same shall have to be strictly adhered to and shall be binding upon successful bidder; GMDC will not be responsible for any compensation for any damages suffered by successful bidder due to such changes.

#### **4. Force Majeure:**

- a) Force majeure is herein defined as natural phenomena such as floods, drought, earthquakes and epidemics, declaration of war, change in Govt. policies, strikes, lockouts etc. In such conditions of force majeure, both GMDC and successful bidder can claim a force majeure but they are obliged to inform the either party within 10 days in writing on the date of commencing and again ending of the force majeure.
- b) Under the circumstances of force majeure stated above, the contract in terms of period can be extended by period equivalent to the loss of time due to force majeure.
- c) The decision regarding occurrence of force majeure to be considered shall be taken jointly by GMDC and successful bidder.

- 5. For any dispute arising out of content of this document or Interpretation of any terms thereof, the decision of the GMDC, shall be final and binding upon successful bidder.

#### **6. Insurance**

The successful bidder will be required to ensure Third Party Insurance cover of all their personnel, vehicles employed and deployed throughout the contract period.

#### **7. Other Terms & Conditions**

- a) Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of Silica sand shall not be acceptable.
- b) GMDC Ltd. reserve the right to cancel the sale of Silica sand under this e-Auction from any source / location in part or whole at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard.
- c) GMDC Ltd. Reserves the rights to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right whatsoever to raise any claim in that regard.
- d) Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- e) GMDC reserves the right to withdraw from the sale after advertising or after issue of Acceptance Letter of any quantity of the material without assigning any reasons thereof to the successful bidder. GMDC will not be responsible for any damages/loss what so ever to the customer on account of such withdrawal.
- f) GMDC reserves the right to defer or pre-pone date for conduct of auction, through internet, mentioned in the notice for auction through internet at its sole discretion. Conditional bids will not be considered.

- g) GMDC is not bound to accept the highest or any other bid or to assign any reason for such non-acceptance. GMDC's decision in this regard shall be final and binding on all the concerned.
- h) Successful bidder(s) should be in a position to undertake all the operations including commencement of lifting the minerals within the stipulated time. Any information on tie up of infrastructural facility found to be incorrect on subsequent verification shall be met with termination of contract, besides other legal remedies.
- i) The bidders shall carefully examine the bid document and other details relating to the work and acquaint themselves fully with all the conditions and matters, which may in any way affect the work/contract.
- j) The bidders shall be deemed to have obtained all information as to risks, responsibilities and other circumstances which might influence or affect their bids and the progress and performance of the contract and have taken into account all such conditions and matters that may affect the work / contract.
- k) After taking appointment of GM (Project), the bidder shall acquaint themselves with the local conditions and are strongly advised to visit the site and its surroundings and carefully examine and satisfied themselves about the existing site conditions, availability of local facilities, means of transport, etc., and quote the rate, taking into consideration all such conditions and matters which may in any way affect the work/ contract.
- l) The bidders shall be deemed to have acquainted themselves with all prevailing applicable Laws, Regulations, Taxes, Levies and other charges relating to the work / product.
- m) Any negligence or omission or failure on the part of the bidding firm in obtaining necessary and reliable information upon the foregoing or any other matter affecting the bid shall not absolve them of any risk or liabilities or responsibilities for performance of contract.

#### **8. Compensation towards negligent actions / damages**

- a) Successful bidder shall be responsible for any claims arising out of negligent actions/ damages on any property belonging to GMDC and to its personnel, or in an accident involving any personnel or labor, during loading and movement of the material at the Mines of GMDC.

#### **9. Foreclosure**

- a) If at any time after acceptance of the offer the GMDC shall decide to abandon or reduce the scope of the contract for any reason whatsoever and hence not require the whole or any part of the contract to be carried out, the General Manager shall give notice in writing to that effect to the successful bidder and successful bidder shall have no claim in respect of any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the contract in full but which he did not derive in consequence of the foreclosure of the whole or part of the contract.

## **Chapter-V: e- Auction Registration with Service Provider**

### **1.0 Registration:**

- 1.1 Before participation in the e-Auction, an interested Bidder shall be required to get itself / himself registered with **M/s. nProcure Ltd.** (herein after referred to as “service provider”). GMDC Ltd has appointed them to provide all services related to e-auction. Bidders may register themselves as per Annexure -IV.
- 1.2 After the registration, all interested Bidder will have a “User ID” & a “password” based on which they can log in. Details of the registration process with the service provider are attached herewith as Annexure – IV.
- 1.3 Only one registration will be done against one PAN number. However, based on more than one independent valid GST registration, more than one registration against a PAN Number can be considered.

### **2.0 Bidding Process**

- 2.1 The registered Bidders shall be required to record their acceptance after login, of the Terms & Conditions of the e-Auction before participation in the actual Bidding Process.
- 2.2 Before participating in e-Auction, bidders are to satisfy themselves with the quality of Silica sand being offered from a source.
- 2.4 The Bidder while bidding shall quote their “Bid price” per MT in Indian Rupee as base Silica sand price on Ex. Mines basis, exclusive of other charges like royalty and any other taxes and levies as will be applicable at the time of delivery. These charges as well as freight etc. shall be on the Bidders’ account.
- 2.5 During the e-Auction, the bidders may change the price of the material the buyer cannot reduce the price once quoted. The price quoted shall not be less than the indicative basic price. The bidder has to bid for a price equal to or above the indicative basic price to secure consideration in the concerned e-Auction.
- 2.6 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid into the live e-Auction floor.
- 2.7 There is no provision for bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by them) and no complaint /representation will be entertained by GMDC Ltd. in this regard.
- 2.8 The date, time and period of e-Auction as notified in advance including closing time on portal of service provider shall be adhered to. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 (Five) minutes, so that opportunity is given to other Bidders for making an improved Bid on that item.
- 2.9 The Bidder shall offer his Bid price (per MT) in the increment of Rs.1/- (Rupee one) during the e-Auction as well as extended period.
- 2.10 While maintaining the secrecy of Bidder’s identity, the web site shall register and display on screen the highest successful Bid prices of lot at that any point of time. However once a Bidder becomes H<sub>2</sub>, the particular Bidder shall become eligible for making a higher bid in next 5 minutes, which the highest bid would be accepted.

## **BIDDING AND BUYING**

- 3.1 All bids on the Site are a firm commitment to purchase. If you are the highest bidder at the end of an auction (meeting the applicable minimum bid or reserve requirements) and your bid automatically accepted. You may be obligated to complete the transaction with the GMDC. Bids may be increased in price or volume later but may not be withdrawn. Bids cannot be cancelled. All bids must be in **Indian Rupees** only.
- 3.2 By bidding on an item you agree to be bound by the conditions of sale/auction included in the item's description (or linked to form the description) so long as those conditions of sale/auction are not in violation of this Agreement or unlawful.
- 3.3 Bidders are strongly advised not to test the auction process with false bids, as it will put you at personal legal risk. It is a crime to use a false name, other false personal information. Willfully entering erroneous or fictitious bids may result in prosecution by service provider.
- 3.4 Service providers' as well as GMDCs' decision on the success or otherwise of a bid shall be final and binding. Service provider as well as GMDC reserves the right to reject or void bids, whether winning or not, that it deems not to have been made in good faith, or that are restricted or prohibited.

**Annexure-I**

**FORM-A** (For All Interested Bidders)

| 1             | Name of Bidder  |   |         |                   |             |  |               |  |
|---------------|---|---|---------|-------------------|-------------|--|---------------|--|
| 2             | Address   |   |         |                   |             |  |               |  |
| 3             | Authorized Person Name<br>Contact No. & email id<br>(Power of Attorney to be attached in case of company)               |   |         |                   |             |  |               |  |
| 4             | PAN No.   |   |         |                   |             |  |               |  |
| 5             | GST No.   |   |         |                   |             |  |               |  |
| 6             | Qualified Quantity of Silica sand Required through e-Auction from GMDC against which Bid security amount paid (in MT)   |   |         |                   |             |  |               |  |
| 7             | Bid Security Amount for e-Auction as per Clause 1.2 of Chapter II, (In INR)   |   |         |                   |             |  |               |  |
| 8             | Details of Bid Security Deposited by DD or by NEFT/RTGS   |   |         |                   |             |  |               |  |
| 9             | IBM Registration Details  |   |         |                   |             |  |               |  |
| 10            | Stockiest Code issued by CGM  |   |         |                   |             |  |               |  |
| 10            | Export License Details  |   |         |                   |             |  |               |  |
| 11            | Purpose of buying/ Procuring Silica sand (For Captive Use/ Domestic Sale) mention quantity for each category separately | <table border="1"><thead><tr><th>Purpose</th><th>Requirement in MT</th></tr></thead><tbody><tr><td>Captive Use</td><td></td></tr><tr><td>Domestic Sale</td><td></td></tr></tbody></table> | Purpose | Requirement in MT | Captive Use |  | Domestic Sale |  |
| Purpose       | Requirement in MT   |   |         |                   |             |  |               |  |
| Captive Use   |   |   |         |                   |             |  |               |  |
| Domestic Sale |   |   |         |                   |             |  |               |  |
| 12            | Any other suitable information, which bidder seems necessary to provide.  |   |         |                   |             |  |               |  |

\*Use separate sheet of paper if the space is insufficient without altering the prescribed format.

**Signature with Stamp**

**Annexure-II (Format)**

**[On duly notarized Rs. 100 stamp Paper]**

**Power of Attorney for Signing of Bid**

We, [name and address of the Bidder] do hereby irrevocably constitute, nominate, appoint and authorize [Name], son/daughter/wife of [name of father/husband] and presently residing at [address], as our true and lawful attorney (“Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the e-Auction for Sale of Silica sand, in response to the e-Auction Document, dated [dd/mm/yyyy] issued by Gujarat Mineral Development Corporation Limited, including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in Bidders’ and other conferences and providing information / responses to the Gujarat Mineral Development Corporation Limited, representing us in all matters before the Gujarat Mineral Development Corporation Limited, and generally dealing with the Gujarat Mineral Development Corporation Limited in all matters in connection with or relating to or arising out of our bid for the e-Auction for Sale of Silica sand and/or upon award thereof to us and/or till the issuance of Sale Order from the Gujarat Mineral Development Corporation Limited.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds And things done or caused to be done by our Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness where of we, [name of Bidder], the above named principal have executed this power of attorney on this [Date] day of [Month], 20[Year]

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

[Particulars of notarization]

### **Annexure-III**

#### **Tentative Lifting schedule of Silica sand by the Successful Bidder**

| <b>Quantity ( in MT)</b> | <b>Tentative Lifting Period<br/>( in days)</b> |
|--------------------------|--|
| 0-25,000                 | 30   |
| 25,001 to 50,000         | 60   |
| 50,001 to 75,000         | 90   |
| 75,001 to 1,00,000       | 120  |

Note: The above lifting period is tentative and GMDC reserves the right to change/modify/alter the above lifting time period based on actual quantity demanded by the bidder.

## Annexure –IV

**Necessary Steps are as under for the Buyer to participate in e-Auction.**

**STEP 1(One Time Process):** Obtain Class III Digital Signature Certificate (DSC) from any CA (Certifying Authority) like (n) Code Solutions, TCS, Safe script and others...

**Process to get DSC from (n) Code Solution:**

- Download Registration Form (Enterprise/Individual), which is available on [www.ncodesolutions.com](http://www.ncodesolutions.com). Required documents are mentioned in Registration Form.
- Kindly submit duly filled Registration Form with Required Documents in Physical Format (n) Code Solutions, Ahmedabad OR any LRA offices across India. (RO Office and LRA Office List are available on [www.ncodesolutions.com](http://www.ncodesolutions.com) with address and phone no.)
- DSC may issue within two to three working days, if required documents have been submitted and mail verification done within the time.
- Support: Call Toll Free: 1 - 800 - 233 - 1010  
Board No. : 079 - 4000 - 7300  
Monday to Saturday 10:00 Hrs. – 18:00 Hrs.

**STEP 2(One Time Process):** Install e-Token driver & Some Security Settings are required to access the <https://e-auction.nprocure.com>.

- **Install e-Token driver** from the given CD with DSC OR you may download the same from [www.nprocure.com](http://www.nprocure.com) and install it.
- **Insert the e-Token** in USB Slot.
- **Security & other Settings:** Download “(n)Procure Tool” and install it.
- If you change the Desktop/Laptop, Kindly repeat **STEP 2**.

**STEP 3 (One Time Process):**

Online Registration on <https://e-auction.nprocure.com> to participate in e-Auction.

**Create User Id and Password:**

- Open <https://e-auction.nprocure.com>
- Click “**New User Registration**” and fill up the all-necessary details and submit form to create User Id and Password.

**DSC Mapping with User Id:**

- Enter User Id & Password on home page, which opens DSC windows wherein select DSC holder’s name to map the DSC with User Id.
- Now, buyer is able to login with their User Id, Password and Valid DSC.

**STEP 4:** Provide your Company Name with User Id to *Govt. Department* before due date & time to participate in scheduled e-Auction.

- *Submit your Company name with User Id and required EMD in prescribed form to Govt. Dept.* before due date.
- *Govt. Dept.* will allow those buyers who fulfill their terms.

**Now you can participate in live e-Auction on scheduled date & time.**

- Login with User Id and Password.
- Click, Live Auctions -> Enter Live Auction.
- Increased the *Lot-wise* minimum Increment Amount OR in multiple of Increment Amount -> Submit.

**Minimum Requirement for e-Auction**

1. Computer with Windows XP (with min. Service Pack 3) / Vista / 2003 / Win-7.0 (with full administrative rights).
2. Internet Explorer version 8.0 & above
3. Legally valid class 3 Digital Signature Certificate.(i.e. 2 Separate Certificates-Signing & Encryption under Indian Root CA chain.)
4. High speed Internet Connection.

**(n)Procure Help Desk:-**(between 10.00am to 8.00pm on all working days.)

**In case buyers need any clarifications or if training required to participate in online e-Auction, they can contact (n)Procure Support team, preferably prior to e-Auction Schedule to avoid inconveniency:-**

**(n)Code Solutions-A division of GNFC Ltd.,**

(n)Procure Cell

403, GNFC Info tower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

**Contact Details**

**Landline**

**Airtel** : +91-79-40007501, 40007512, 40007516,40007517,40007525, 40007589,

**Fax** : +91-79-40007533

**E-mail** : [nprocure@ncode.in](mailto:nprocure@ncode.in)

**TOLL FREE NUMBER: 1-800-419-4632 and 1-800-233-7944**

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## Annexure –V

### BANK GUARANTEE FOR SECURITY DEPOSIT (SD)

Name of the Bank : \_\_\_\_\_  
Address : \_\_\_\_\_  
Guarantee No : \_\_\_\_\_  
Name of the Contractor : M/s \_\_\_\_\_  
Date of Expiry : \_\_\_\_\_  
Limit to liability : Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
Ref: Tender bearing No. \_\_\_\_\_  
Subject: Bank Guarantee towards Security Deposit.

Date.....20

To

General Manger (\_\_\_\_),  
Gujarat Mineral Development GMDC.  
132 Ft Ring Road, Near University Ground ,Vastrapur, Ahmedabad.  
Bank Name: ICICI BANK LTD.  
IFS Code: ICIC0000024  
UIC GMDC530265584 for Field 7037.

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called “GMDC”) which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s \_\_\_\_\_(hereinafter called “Contractor”) from demand under the terms and conditions of “Technical Bid Document” ( hereinafter called the said “Bidding Document”) issued by the GMDC vide Tender \_\_\_\_\_. **The present** Bank Guarantee is towards Security Deposit (SD) of Bid in terms of Clause No. \_\_\_\_ of Chapter – \_\_\_\_of the afore-said bidding document for the due fulfillment by the Contractor of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**

- 1) We the \_\_\_\_\_ (Name of the Bank) hereinafter referred to as “Bank” having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Contractor of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
- 2) We \_\_\_\_\_ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Bidding Document by reason of the Contractor’s failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**.
- 3) We \_\_\_\_\_ (Name of the Bank) further agree that GMDC shall be the sole judge of and as to whether the Contractor has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Contractor in respect of the said document and the decision of GMDC that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and

expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.

- 4) We \_\_\_\_\_ (Name of the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said contractor (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have no claim against us for making such payment.
- 5) We \_\_\_\_\_ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
- 6) We \_\_\_\_\_ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act or omission on your part or any indulgence by you to the said Contractor or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.
- 7) We \_\_\_\_\_ (Name of the Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.
- 10) The Bank has under its constitution power to give this guarantee and \_\_\_\_\_ Mr. \_\_\_\_\_ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**
- (II) This Bank Guarantee is valid up to \_\_\_\_\_ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before \_\_\_\_\_ (date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For \_\_\_\_\_ (Name of the Bank)

**GR Link:** [https://financedepartment.gujarat.gov.in/Documents/DMO\\_2419\\_11-Jan-2021\\_402.pdf](https://financedepartment.gujarat.gov.in/Documents/DMO_2419_11-Jan-2021_402.pdf)

**Annexure I.**

**Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.**

Date: 21/04/2023

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

| Sr No | Name of Banks              | Sr No | Name of Banks                            |
|-------|----------------------------|-------|--|
| 1     | AXIS Bank                  | 17    | Kotak Mahindra Bank                      |
| 2     | AU Small Finance Bank      | 18    | South Indian Bank                        |
| 3     | Bandhan Bank               | 19    | Standard Chartered Bank                  |
| 4     | BNP Paribas                | 20    | Tamilnadu Mercantile Bank                |
| 5     | City Union Bank            | 21    | Utkarsh Small Finance Bank               |
| 6     | CSB Bank                   | 22    | The Kalapur Commercial Co-op. Bank       |
| 7     | DBS Bank India Limited     | 23    | Ahmedabad Mercantile Co-op. Bank         |
| 8     | DCB Bank                   | 24    | Nutan Nagarik Sahakari Bank Ltd.         |
| 9     | Equitas Small Finance Bank | 25    | Rajkot Nagarik Sahakari Bank Ltd.        |
| 10    | FEDERAL Bank               | 26    | Saraswat Co-Operative Bank Ltd           |
| 11    | HDFC Bank                  | 27    | SVC Co-Operative Bank LTD.               |
| 12    | HSBC Bank                  | 28    | The Gujarat State Co-operative Bank      |
| 13    | ICICI Bank                 | 29    | The Mehsana Urban Co-Op. Bank Ltd        |
| 14    | IndusInd Bank              | 30    | The Surat District Co-Operative Bank Ltd |
| 15    | Karnataka Bank             | 31    | The Surat People's Co-Op. Bank Ltd       |
| 16    | Karur Vysya Bank           | 32    | Saurashtra Gramin Bank                   |

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

  
(S. Chhakchhuak)

Additional Secretary (Budget)

Finance Department

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## **Annexure –VI**

### **Format for Periodic Reports to submit by bidder**

- 1) Daily Dispatch Report of Lifting**
- 2) Statutory Registers (to maintain & provide as and when required by GMDC)**
- 3) Daily Dispatch Conditions report in order to monitor lifting schedule and in case of delay, to identify the attributes of delay to the bidder**

**Annexure –VII**

**Declaration Regarding awareness of Rules and Regulations  
& Following Genuine Business Practices**

(On Letter head of the Contractor)

To,  
The Managing Director.  
Gujarat Mineral Development Corporation Ltd.  
Khanij Bhavan, 132' Ring Road, University Ground,  
Vastrapur, Ahmedabad.

Dear Sir,

We M/s. ----- hereby undertake that, we are well aware of all the rules and regulation governing the sale of Silica sand in Gujarat & India, issued by Government from time to time, and we are abide by the said rules and regulation and we have also understood /interpreted the applicability of the same on the transaction under this e-Auction and its terms and conditions.

We further declare that, we will not raise any dispute / claim with respect to sale of Silica sand under this e-Auction at any point of time, on the ground of ignorance or non-awareness of applicable government laws, rules and regulations and its changes / amendments.

We assure GMDC Ltd to follow all rules and regulation governing the sale of Silica sand in Gujarat & India, issued by Government from time to time, and its changes / amendments, whether mentioned in the e-Auction document or not.

We also declare that, GMDC is indemnified in case of any dispute or misconduct arises out on our account of our actions / ignorance / misconduct during entire period of the transaction under e-Auction and any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,

For -----

**(Signature & Stamp of the Bidder)**

Date  
Place

## **Annexure –VIII**

### **Declaration Regarding Site Visit & Sample Analysis**

(On letter head of the Contractor)

To,  
The Managing Director.  
Gujarat Mineral Development Corporation Ltd.  
Khanij Bhavan, 132' Ring Road, University Ground,  
Vastrapur, Ahmedabad.

We \_\_\_\_\_ hereby certify that we have visited the site in respect of e-Auction No. \_\_\_\_\_ for Sale of Silica sand at Rajparadi Lignite project, Bharuch.

We have taken/not taken samples of material for which we are interested and have the analysis done / not done, based on which we are participating in the e-Auction.

We are principally agree with the estimated specification of the Silica sand offered, and agree to follow the mechanism mentioned in e-Auction document for dispute addressing mechanism.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever other than quality issue, during entire period of the transaction under e-Auction.

**(Signature & Stamp of the Bidder)**

Date  
Place

**Annexure –IX**

**Sample Price Bid (actual will be as per online format)**  
**Stake Wise**

| <b>Sr</b> | <b>Mine Name</b> | <b>Lot</b> | <b>Quantity in<br/>MT</b> | <b>Base Price</b> | <b>Quoted Price / Offer Price</b> |
|-----------|------------------|------------|---------------------------|-------------------|-----------------------------------|
|           |                  |            | <b>10000</b>              | <b>40</b>         |                                   |

\*For representation only

Bidders shall enter their offer price in last column in order to bid for the stack. Minimum 02 bids from different bidders are mandatory for auction.