

Gujarat Mineral Development Corporation Limited

Request for Proposal

For

**Setting up Silica sand Beneficiation Plant at GMDC's 'Rajpardi' Lignite Project Dist:
Bharuch, Gujarat.**

RFP Number GS/SS/01/2023-24

General Manager (Marketing & Sales)
Gujarat Mineral Development Corporation Limited
(A Government of Gujarat Enterprise)
CIN No. - L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT
Khanij Bhavan, 132 Ft Ring Road, Near Gujarat University Ground, Vastrapur, Ahmedabad-380052
EPABX: 079-27913501,27913200
E mail ID: sales@gmdcltd.com
Website; www.gmdcltd.com

Important Note:

GMDC reserves absolute right/discretion to accept and/or reject any or all the Bid received or invite fresh bid at any stage or split the work between more than one Bidders' as the case may be.

The bidders are required to quote the rate online strictly as per the terms and conditions mentioned in the RFP document. The conditional submission of RFP will not be entertained and shall be liable for outright rejection.

Amendments/corrigendum in the RFP documents, schedule, forms etc. may be done at any time by the GMDC during the period between publication of notice and submission of bids of the RFP on website. The bidders are required to visit the web site regularly till the last date of submission of the bid. No Separate news paper advertisement will be released for amendments/corrigendum.

GMDC reserve the rights to modify or alter any condition of RFP.

The bidders are advised to submit the price bid online on <https://www.tender.nprocure.com> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.

Failure in submission of bid on line in stipulated time due to any reason whatsoever by any bidder shall not be entertained. In such circumstances, bid submitted physically for supporting documents, RFP processing fees, bid security amount etc. shall not be considered as bid submitted and returned back to bidder without opening the same. GMDC reserves the right to take decision as deemed fit.

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SECTION - I

SUMMARY OF RFP

RFP is invited in prescribed form for Setting up Silica sand Beneficiation Plant at GMDC's 'Rajparidi' Lignite Project at Bharuch, Gujarat having around 100 TPH capacity along with all necessary ancillary equipment required to operate Silica sand beneficiation plant. This will be a combine package including entire CAPEX for project, installation, commissioning, O&M, Sales and marketing, obtaining required statutory permissions, required earth moving equipment, manpower, tools & tackle, fuel, and consumables etc. to Operationalize Silica sand beneficiation plant by Environmental friendly technology at 'Rajparidi' Lignite Project at Bharuch, Gujarat.

Period of contract	13 Years or till expiry of lease i.e. 12 th March 2037 , whichever is earlier
Availability of RFP	RFP documents will be available on the GMDC website (www.gmdcltd.com) and nprocure portal (https://tender.nprocure.com). Bids shall be required to be submitted online on the nprocure portal (https://tender.nprocure.com).
Cost of RFP Document	Rs. 15,000/- (Fifteen Thousands only) plus GST @ 18% aggregating to Rs. 17,700/- payable by Demand Draft/ Pay Order drawn in favor of "GMDC Ltd." Payable at Ahmedabad. <i>Relaxation in terms of submission of RFP Processing Fee shall be given to the Bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</i>
Downloading of RFP Document	From 04/08/2023 website www.gmdcltd.com or https://www.tender.nprocure.com

<p>Bid security Amount</p>	<p>Rs. 10 Lakh/- (Rupees Ten Lakh only) in any one of following form</p> <ul style="list-style-type: none"> • DD in favor of GMDC Ltd. Payable at Ahmadabad. • Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 6(six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement. • Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at Annexure-I for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid. • Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-C) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379IFSC:ICIC0000024 <p><i>Relaxation in terms of submission of Bid security amount shall be givento the Bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</i></p>
<p>Last date for receipt of pre-bid queries (Queries to be submitted by bidder to GMDC through emails sales@gmdcltd.com)</p>	<p>21/08/2023</p>
<p>Pre-bid meeting</p>	<p>22/08/2023 at 15.30 hours at GMDC Corporate office, Ahmedabad</p>
<p>Last date of online submission of RFP</p>	<p>31/08/2023 up to 17:00 hours</p>
<p>Submission of RFP fee, bid security amount and Supporting documents for Technical Bid</p>	<p>31/08/2023 up to 17:00 hours at Corporate office, Ahmedabad</p>
<p>Date and time of online opening of technical bid</p>	<p>01/09/2023 at 12:00 hours at Corporate office, Ahmedabad</p>
<p>Date and time of opening and viewing of price bid</p>	<p>To be Intimated to the bidders separately</p>

SECTION - II

INVITATION OF RFP

1. INTRODUCTION OF GMDC

Gujarat Mineral Development Corporation Limited (GMDC), a Government of Gujarat Enterprise, is a pioneer institution in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in and outside Gujarat. GMDC's mining activities are spread over in Kutch, Devbhoomi Dwarka, Bhavnagar, Bharuch, Baroda, and Banaskantha districts of the State. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. The GMDC has also set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch, Wind power plant of 150 MW at Maliya, Jodiya, Godsar, Bhanvad and Solar Power plant of 5 MW at Panandhro Project. Recently GMDC has acquired two coal blocks at Odisha having a combined peak rated capacity of 21 million MT per annum.

GMDC is operating its Lignite mines at Panandhro, Mata-No-Madh and Umarsar in Kutch district, at Rajparddi in Bharuch district, at Tadkeshwar in Surat District and at Surkha (North) lignite mine in Bhavnagar district.

The estimated total Silica sand stock in dumps at Rajparddi lignite project mine is about 18 million tonnes. The Silica Sand is found as overburden during Lignite mining. Primary sampling and testing carried out by GMDC through globally renowned agency recently.

Rajparddi Project office is located at GMDC Lignite project, Rajparddi Taluka: Jhagadia, Dist: Bharuch. Rajparddi is approachable by all weather road from Bharuch. Nearest Airport is at Surat and railway station is at Bharuch.

The Silica sand is stacked separately which is required to be beneficiated for improving its quality and makes it more customer friendly.

GMDC invites prospective bidders to set up Silica sand beneficiation plant having capacity of around 100 TPH at GMDC's Rajparddi Lignite Mine, Bharuch, Gujarat. This will be a combine package entire investment for project and supply, installation, commissioning, O&M, required earth moving equipment, manpower, tools & tackle, fuel, and consumables etc. to beneficiate Silica sand by Environmental friendly technology in Bharuch, Gujarat.

The prime objective is to monetize raw silica sand stock lying in various stacks at Rajparddi lignite project since long back.

2. Description of Work

The successful bidder shall install, Commissioning and operationalize, carry out Operations and Maintenance of Silica sand beneficiation plant having capacity of around 100 TPH. This also includes required earth moving equipment, manpower, tools & tackle, fuel, and consumables etc to beneficiate silica sand by Environmental friendly technology in Bharuch, Gujarat. Broadly, the successful bidder would need to ensure following points.

- a. Entire Capex investment to establish Silica sand beneficiation plant shall be in successful bidder's scope
- b. Silica sand beneficiation plant of capacity around 100 TPH, operation and maintenance of plant with required manpower, tools, tackles, consumables, etc.
- c. Obtaining required statutory permissions from various government authorities and necessary compliance thereof
- d. Deployment of required earth moving equipment and ancillary arrangement for material feeding/shifting/lifting arrangement with operator and fuel with maintenance.
- e. Waste disposal strictly follows the governing statutory conditions.
- f. Sales of processed Silica sand by following all CGM and Government guidelines
- g. The plant should have modern control system to enhance safety, production, productivity etc.
- h. All allied activities for supporting operation of Plant with proper stacking of material.

3. RFP Fee

The RFP document can be downloaded from our website www.gmdcltd.com and <https://www.tender.nprocure.com>. The RFP Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs. 15000/- plus GST @ 18% (Rs. 2700/-) aggregating to **Rs 17,700/-** (Seventeen Thousand Seven Hundred only) as mentioned in RFP notice in the sealed technical bid cover. If the amount mentioned in the DD/Pay Order is found short, the RFP will not be considered for scrutiny and will be out rightly rejected.

Relaxation in terms of submission of RFP Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.

4. The RFP and Offer

GMDC has adopted online bidding system separately for Technical Bid and Price Bid as detailed out in RFP for Silica sand beneficiation plant having capacity around 100 TPH. This will be a combine package including entire CAPEX for project including installation, commissioning, O&M, Sales and marketing, obtaining required statutory permissions, required earth moving equipment, manpower, tools & tackle, fuel, and consumables etc. to Operationalize Silica sand beneficiation plant. **Technical Bid shall be submitted physically whereas Price Bid shall be submitted online through <https://tender.nprocure.com>.** The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non- responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid. Bid delivered after Bid

Due Date will be rejected.

The Bidders need to offer its Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site and sending written queries to GMDC if any.

The supporting documents of Technical Bid shall be submitted in hard copy (physical submission) as mentioned in this RFP and should comprise of all documents required to be submitted as per the said Annexure.

The original documents of the Bid Security of the required value and in approved format as specified and RFP Fees as specified in RFP document shall be sealed in an envelope on which the following shall be super scribed:

“RFP for Setting up Silica sand Beneficiation Plant at GMDC’s ‘Rajpardi’ Lignite Project at Bharuch, Gujarat having around 100 TPH capacity along with all necessary ancillary equipment required to operate Silica sand beneficiation plant – bid security and RFP Fees”

The supporting documents of Technical Bid shall be submitted in **hard copy (physical submission)** as per the list of submittals provided in this RFP document and should comprise of all documents required to be submitted as per the said Annexure. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

“RFP documents for Setting up Silica sand Beneficiation Plant at GMDC’s ‘Rajpardi’ Lignite Project at Bharuch, Gujarat having around 100 TPH capacity along with all necessary ancillary equipment required to operate Silica sand beneficiation plant - Technical Bid”

Both envelopes specified as above shall be placed in outer envelopes, super scribed and delivered by the Due date as per the address given:

“RFP for Setting up Silica sand Beneficiation Plant at GMDC’s ‘Rajpardi’ Lignite Project at Bharuch, Gujarat having around 100 TPH capacity along with all necessary ancillary equipment required to operate Silica sand beneficiation plant –Bid submission”

Addressed to:

The General Manager (Tech-3)
Gujarat Mineral Development Corp.
Khanij Bhavan, 132-ft. Ring Road,
Gujarat University Ground, Vastrapur, Ahmedabad- 380052

SECTION - III

ELIGIBILITY AND EVALUATION OF RFP

1. Eligibility Criteria

1.1 Experience

A. The Bidder should have minimum experience of 5 years out of last 10 years from the date of publication of this RFP in handling 50 TPH or higher capacity wet/dry Silica sand beneficiation plant or similar works

Similar works means the Bidders should have experience in

- Operations & Maintenance of 50 TPH or higher capacity wet/dry Silica sand beneficiation plant

OR

- Installation and commissioning of 50 TPH or higher capacity Wet/Dry Silica sand beneficiation plant

Bidder shall submit Certificate with regard to his experience from relevant organization where the project is in operation and maintenance about satisfactory performance of that project. The bidder should clearly state its status and submit duly attested supporting documents as detailed in the Annexure.

In respect of the above eligibility criteria the bidders are required to furnish:

- Name of the equipment supplier for Silica sand beneficiation plant handled with address with purchase order.
- Quantity of Raw silica sand Handled.
- Whether Silica sand Beneficiation Plant is owned by bidder/Associate/Client with proof of same.
- Whether the scope of work for the reference plant included Planning, Design & Engineering, Procurement, Construction & Erection and Commissioning.
- Plant capacity (in TPH and tons per annum) with purchase order.
- Date of Commissioning of the plant.
- Technology used in the referred plant.

1.2 Financials

- Entire CAPEX for project will be in bidder's scope only. GMDC shall not make any kind of investment during entire project and thereafter.
- Bidder must have average positive Net Worth for last financial year of 2019-20, 2020-

21 and 2021-22.

- Bidder must have a Minimum Average Turnover of Rs 5,00,00,000/- (Rupees Five Crores) for financial year of 2019-20, 2020-21 and 2021-22.
- A certificate from Chartered Accountant regarding financial capacity shall be submitted as per format provided in FORM-PC of the RFP Document.

1.3 Blacklisting of the Bidder

The Bidder or its directors have not been black listed by any Government Organization as on date of submission of bid; The Bidder will submit a declaration to this effect as per the format provided in FORM PD of the RFP Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forth with without payment of any compensation and the bid security amount /SD will be forfeited.

2. Price Bid Criteria

The Bidder shall quote rates online only for the entire scope of work. The bidder shall submit the price bid as per the format given below:

Bidders are requested to quote their Rate inclusive of all taxes except GST as under:

Sr. No.	Description of Work	UOM	Qty in MT	Amount in INR/MT	Total Amount in INR
1	A. Minimum assured Quantity of Raw silica sand lifting form GMDC annually (Not less than 4 Lac MT Qty per Annum)	MT	XXX		=A*(B+C)
	B. Base price of Silica sand fixed ((Excluding royalty, DMF, NMET, GST and TCS/TDS or any other taxes/ levies + loading of raw silica sand in bidder's scope)	INR		45	
	C. Premium over base price for raw Silica sand payable to GMDC, Not less than 25 INR/MT	INR		XXX	
	For proposed Silica sand Beneficiation Plant having around 100 TPH capacity along with all necessary ancillary equipment. This will be a combine package including everything like entire CAPEX for project including installation, commissioning, O&M, Sales and marketing, required earth moving equipment, manpower, tools & tackle, fuel, and consumables etc. to Operationalize Silica sand beneficiation plant by Environmental friendly technology.				
	Total Amount Rs (Excluding GST)				

- The base price for Silica sand shall be fixed for 2 years and the same shall be increased by 5% after every 2 years.
- Any variation in taxes, levies & duties imposed after the due date of submission of offer will be paid / recovered by GMDC, only during the tenure of the contract.
- Price Bid will be opened only for those bidder(s) who qualify technical criteria.

3. Evaluation Process

3.1 Opening of Technical Bid

- GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in RFP document.
- The Bidder's RFP Fees and bid security amount and such other details as Authority in its sole discretion may consider appropriate, at the opening of Technical Bid.
- GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in RFP document.

3.2 Evaluation of Technical Bid

The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses.

The Bid evaluation shall be first on Technical Score of max 100, based on various scoring criteria outlined as per following Table.

Sr. No.	Criteria of Assessment	Parameters	Maximum Marks	Criteria for assigning score
A	Eligibility Criteria			
1	No of years of experience in handling Silica sand beneficiation plant(Including installation, commissioning, operations and maintenance) ending March'2023	> 10 Years	20	20
		> 7 Years		15
		> 5 Years		10
2	Average Annual turn-over of the company during last three years (in INR) i.e. FY 2019-20, 2020-21 and 2021-22	> 15 Crore	20	20
		> 10 Crore		15
		> 5 Crore		10
3	Quantity of Silica sand handled/processed in plant during last 3 years (In Metric Tons) ending March'2023	>2.0 lac	20	20
		>1.0 Lac		15
		>0.5 Lac		10

B	Proposed methodology and approach Outlining a clear presentation and strong conceptual and analytical skills.		40	
	Total Technical Proposal Score (A+B)		100	

GMDC will examine the Bid to determine whether the bid is complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.

Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.

In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.

Selection of successful Bidder shall be done as below:

- I. Technical bids will be opened after verification of receipt of payment towards RFP Processing Fee and bid security amount.
- II. After meeting Eligibility Criteria (PQ), Responsiveness, Preliminary scrutiny of the Bid, the Technical Bid Evaluation shall be carried out.
- III. Technical Proposal will be evaluated for eligibility on the basis of Bidder's experience, presentation and financial capability. Scoring of Technical Proposals would be done only for the Eligible Bidders.
- IV. A minimum of 60 marks out of 100 should be scored in the Technical Evaluation for the bid to be declared technically qualified.
- V. All technical qualified Bidders shall be ranked from highest to lowest on the basis of their technical score.
- VI. The Financial Bids of only those Bidders who have obtained a technical score of 60 or more shall be opened.
- VII. The financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, qualified and unconditional.
- VIII. The highest financial proposal (HFP) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows: $FS = 100 \times F/HPF$;
Where in, F=Amount of Financial Proposal of the bidder
HFP= Highest financial proposal
- IX. Final Evaluation Proposals will finally be ranked according to their

Technical Score (TS) and Financial Scores (FS) as bellow:

$$CS = \text{Technical Score (TS)} \times 0.70 + \text{Financial Score (FS)} \times 0.30$$

Where CS is the Combined Score.

- X. The contract will be awarded to the Bidder who scores highest (H1) in Combined Score (CS).**

3.3 Approach &Methodology:

Bidders to be accompanied by brief in PPT/word format. This is to be followed up with presentation leading to final evaluation based on the following criteria:

- Capability of the bidder to carry out the project work as per RFP document
- Understanding and experience in handling of the silica sand beneficiation plant
- Experience pertaining to operations & maintenance of Silica sand beneficiation plant
- Showcasing the work carried out in past for similar work.

3.4 Opening of Price Bid

- a. Price Bids of only Technically Qualified Bidders will be opened after technical evaluation, meeting both the Responsiveness and Technical Qualification criteria. Evaluation of Price Bids of only Qualified Bids shall be carried out.
- b. The Price Bid shall be filled up by the Bidder as per RFP at designated places through <https://tender.nprocure.com> as per the indicative format specified in **PRICE BID FORM – PP** of this RFP.
- c. The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders in advance. Bidders can view the opened bid price at their home or office through their computer/laptop.

SECTION – IV

INSTRUCTION TO BIDDER(S)

1. RFP Fee

Bidder will need to submit non refundable RFP Document/RFP Fee **of INR 17,700 (i.e RFP fees of INR 15,000 plus 18% GST)**. The RFP Document Fees shall be submitted in the form of a Demand Draft in favor of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall be considered non-responsive and shall be summarily rejected.

Relaxation in terms of submission of RFP Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.

2. Bid Security Amount

A non-interest bearing Bid security amount of Rs. 10 Lakh (Rupees Ten Lakh only) in any one of the following forms shall be submitted by the bidder

- Demand Draft in favor of GMDC Limited Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at annexure “B” for approved bank). It should be valid for a period of not less than 6(six) months from the last date of submission of bid.

OR

- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-C) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379IFSC:ICIC0000024

Relaxation in terms of submission of bid security and RFP fees shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.

3. Acceptance of Letter of Intent (LOI) and Payment of Security Deposit

- a. GMDC, on acceptance of the offer, will issue LOI to the Successful Bidder, who will be required to confirm its acceptance of the LOI within **one week** of its receipt. If it does not accept the Letter of Intent within stipulated time period, the amount of the bid security amount paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC. GMDC reserves the right to invite next lowest bidder for negotiation in such case.
- b. Within 30 (Thirty) days of submission of its acceptance of LOI, the Successful Bidder shall make payment of security deposit in the manner prescribed in clause No. 4 of this section.

4. Security Deposit

Security Deposit is measure of liquidated damages sustained by GMDC for not performing the contract satisfactorily. Nothing herein above shall disentitle GMDC from claiming the damages actually sustained in the value over and above the Security Deposit.

The successful bidder shall submit security deposit of INR 1,00,00,000 (One Crore rupees). Security deposit shall be submitted within 30 days from the date of receipt of LOI in any one of following form. For successful bidder, bid security amount shall be adjusted with Security deposit.

- Demand Draft in favor of GMDC Limited Payable at Ahmedabad.
OR
- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 24 (Twenty four) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.
OR
- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at "B" for approved bank). It should be valid for a period of not less than 24 (Twenty Four) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.
OR
- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-C) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379IFSC:ICIC0000024

SD shall be refunded to the Successful bidder, after completion of contract period as per LOI. The successful bidder shall submit request for SD refund to General Manager (Marketing and Sales) at HO, who after due verification of the fact will arrange for refund of SD.

The successful bidder will also have to submit "NO DEMAND CERTIFICATE" along with the

above mentioned certificate.

The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to adhere to fulfill the conditions of work order. Security deposit shall not bear any interest under any circumstances.

GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-

- If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
- The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
- Any other dues on account of statutory compliance.

5. Rate and Tax

- a. GST will be paid/adjusted/reimbursed to the Successful Bidder as per prevailing rates and rules as per GST rule/act to the extent directly related to the services rendered by the Successful Bidder under the said contract subject to production of documentary proof and Successful Bidder will mention the GST amount separately in the invoice/bill after considering the abatement, if any.

6. Other Details

- a. Documents not properly filled, over-written or with arithmetical mistakes, delayed or generally not complying with the conditions are liable to be rejected.
- b. RFP documents submitted by the Bidder (s) without furnishing the full particulars and/or documents as asked in RFP documents or furnishing particulars or submitting RFP documents without strictly adhering to the directions given here in shall be rejected.
- c. The Bidder(s) shall upload the following documents/details online in Technical Bid section:
- d. Authorized signatory certificate of the company for the person signing the documents on letter head of the company
 - a. Letter of Submission (As per Annexure – I)
 - b. Details of Bidder (As per Annexure – II)
 - c. Details of similar assignments with proof (As per Annexure – III)
 - d. The rates & quantities quoted in the RFP by the Bidder(s) shall be in figure as well as in words.
- e. In case of discrepancy in the rate(s) amount/ quantities between figure and words, the value written in words shall be taken as finally quoted rate(s)/amount/quantities.
- f. Any request from the Bidder(s) in respect of additions, alterations, modifications, corrections etc. of either terms & conditions or arithmetical correction or correction on

account of overwriting/erasing of rates of his documents after opening of the RFPs, shall not be entertained under any circumstances. If the Bidder withdraws his RFP after opening of the RFP, but before the expiry of the validity period of the RFP, the Earnest Money Deposit shall be forfeited.

- g. By submitting a RFP for the project, the Bidder will be deemed to have satisfied himself that the rates quoted by him in the RFP document will be adequate to complete such work according to the specifications and conditions attached here to and it has taken into account all conditions and difficulties that may be countered during its progress/execution. Any complaint in this regard after submission of RFP shall not be entertained.
- h. Canvassing in any form is strictly prohibited and RFPs submitted by the Bidder(s) who resort to canvassing, will be liable for rejection.
- i. RFP documents are not transferable.
- j. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of GMDC. In case any tampering/unauthorized alteration is noticed in the RFP submitted from the RFP Document available on the GMDC Website, the said RFP shall be summarily rejected and the bidder shall have no liability whatsoever on the matter.
- k. For any related clarifications please contact the following officer:

**Shri R K Dash, General Manager (Marketing & Sales),
3rd Floor, Wing A, GMDC Limited, Khanij Bhavan, 132 Ft. Ring Road, University
Ground, Vastrapur, Ahmedabad-380052, Gujarat, India.
Email: sales@gmdcltd.com**

SECTION – V

SCOPE OF WORK AND TERMS & CONDITIONS OF CONTRACT

1. Principles of Interpretation

- a. The table of contents, numbers, headings and marginal headings in this RFP are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this tender.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.
- c. Words importing the singular include the plural; the masculine includes the feminine and vice-versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this tender, the following shall apply:
 - (i) Between the Articles and the Schedules, the Articles shall prevail:
 - (ii) Between any value written in numerals and that in words, the latter shall prevail.
- f. The titles and headings in this document are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this document.

2. Site Visit

- a. The bidders are advised to visit the GMDC's Silica sand stacks at Rajpardi Lignite project, Bharuch, Gujarat and ascertain and satisfy themselves the site conditions, quality of raw silica sand, terrain, location, surroundings, climate, availability of power, water, applicable laws and regulations, and any other matter considered relevant by them.
- b. It is the responsibility of the Bidder to deploy competent personnel/experts in the respective fields for carrying out the necessary site inspection prior to submission of RFP.
- c. There shall be no excuse from bidder side if bidder does not make site visit.
- d. The information/details given in the RFP document are only to describe magnitude of work and mere guidance to the bidders. The name and contact number of General Manager (Project) is Shri S D Jagani, 9727792636, email id: rajpardi@gmdcltd.com for site visit to Rajpardi lignite Project, Bharuch, Gujarat.
- e. The Bidder should give a declaration of site visit as per the format provided in FORM PG of the Tender Document.

3. Scope of Work

The scope of work covers the following:

- a. The successful bidder/s shall set up Silica sand Beneficiation Plant at GMDC's 'Rajpardi' Lignite Project at Bharuch, Gujarat having around 100 TPH capacity along with all necessary ancillary equipment required to operate Silica sand beneficiation plant.
- b. This will be a combine package including entire CAPEX for project, installation, commissioning, O&M, Sales and marketing, required earth moving equipment, manpower, tools & tackle, fuel, and consumables etc. to Operationalize Silica sand beneficiation plant by Environmental friendly technology at 'Rajpardi' Lignite Project at Bharuch, Gujarat.
- c. All Earth moving vehicles with Operator, fuel and maintenance shall be in scope of the successful Bidder.
- d. Proposed Silica sand beneficiation shall comply with all statutory and regulatory requirements as prevalent time to time in India including environmental regulations and safeguards as per Environment Management Plan (EMP) duly approved by State/Central Govt. agencies/departments concerned. This shall also comply with social, health and safety related aspects as per the best industry practices.
- e. All required permissions from central/state government authority to establish and Operationalize silica sand beneficiation plant shall be in bidder's scope. Few examples but not limited to. like EC/CCA, GPCB/CPCB requirement, CGWA requirement etc.
- f. Operation and maintenance of plant along with required manpower, spares, fuel, tools & tackles and consumable shall be in scope of the successful bidder.
- g. The successful bidder will be required to deploy heavy earth mining machinery which are tested and found fit for roadworthy and shall have all safety features as well as necessary study/report/analysis etc as required by DGMS from time to time. The Successful bidder will be required to maintain adequate competent officials / persons for maintenance & examination of machinery. In addition, Engineers or other competent persons of GMDC; individually or as a part of Joint Inspection Team; will also examine and verify fitness of these machinery. The Successful bidder will provide full cooperation and help in carrying out examination and tests.
- h. All vehicles shall follow norms of Government of Gujarat or other statute applicable.
- i. The driver must be in possession of valid driving license issued by RTO and must carry the same with them while on duty.
- j. The successful Bidder shall keep nominated person(s) to manage its manpower, tools and tackles and operation & maintenance at site. The nominated person shall maintain daily attendance of the manpower engaged by the successful bidder. The nominated person shall also have to submit monthly status of tools and tackles list to EIC of GMDC.
- k. The successful Bidder shall arrange all required spares, consumable, fuel etc for operation and maintenance of the plant and submit daily, monthly consumption report to GMDC.
- l. The successful Bidder will have to follow the Rules & Regulations in respect of Air, Water, Land and Hazardous waste as specified by Gujarat Pollution Control Board and MOEF, Govt. of India. The successful Bidder will also have to maintain environmental standards as specified by Gujarat Pollution Control Board and proper records/registers which shall be

submitted to GM (Project) as and when desired.

- m. The successful Bidder shall have to follow Mines act 1952, Mines Rules 1955, Mine vocational training rule 1966, MCDR 1988, MCDR 2015, Environment Protection Act, Minimum Wages Act, P.F. Act and related Labour laws applicable and maintain registers, records etc. in prescribed format, under the laws as well as other applicable laws.
- n. When, work is performed at night or where daylight is poor or obscured, the successful bidder shall have to provide artificial lights at its own cost, wherever required. The illumination at the working site should be sufficient to carry out plant operation properly and safely with due approval of General Manager (Project)/ Mines Manager. The lighting standards shall be as prescribed by DGMS.
- o. The successful bidder shall be responsible to construct and maintain proper and adequate lighting and taking necessary safety measures for all works under the contract as may be necessary or guided by the General Manager (Project)/Mines Manager at their cost.
- p. Successful bidder has to make his own arrangement to install bore well to draw ground water. Necessary approval may be taken from concerned government authority before installation of bore well.
- q. The power and light connections, wiring, equipment etc. shall be maintained by the Successful bidder throughout the contract period, till taking over of the physical possession of work site by the GMDC. The power and light connection, wiring, equipment and other installations shall be subject to the inspection and passing by the General Manager (Project)/ Mines Manager or other authorized officials and the authorities of Central Government under the Electricity Act & Indian Electricity Rules, subject to conditions of electricity supply by the State Electricity Authorities, as applicable.
- r. **The successful bidder shall provide the wages to their manpower not less than the applicable minimum wages rate notified by the Government from time to time, as applicable.**
- s. **The successful bidder shall ensure that manpower shall not go on strike in any case and will complete the work as per the timeframes specified in this RFP document.**

4. GMDC Assistance

- a. GMDC shall provide Land only for setting up Silica plant within present lease area. Further required arrangement/development will be in scope of bidder. GMDC shall charge nominal amount as rent as per established norms. Approximately 5 acres of land may be provided and location shall be decided based on land availability. GMDC shall be final authority to take decision on land.
- b. Supply of power at a single point of the proposed plant site on chargeable basis
- c. Waste dumping area (for by product of silica sand processing) shall be provided as directed by project team. All necessary approval from statutory authority in this regards will be in a scope of successful bidder like GPCB, EC or any other permission.
- d. Availability of raw Silica sand

5. Measurement of Raw Silica sand

1. Successful Bidder shall have to procure raw silica sand from GMDC only.
2. Raw silica sand from GMDC will be measured on GMDC Weigh Bridge first and then only to be fed/store into bidder's proposed plant for further processing. Entire raw silica sand loading and transportation shall be in bidder's scope.

6. Operation and Controls

- a. Silica sand beneficiation plant design, engineering, manufacture, supply, erection, testing, commissioning and Operations and Maintenance of the complete control and instrument panel/desk with annunciation panel, etc. are in the successful bidder's scope which is required for complete Silica sand beneficiation plant.
- b. The instruments and controls to be furnished and erected under this specification are required for safe and satisfactory operation of the Silica sand beneficiation plant with suitable specifications.
- c. Standards / Codes
All construction, installation, workmanship, design & equipment shall conform to acts, rules & regulations of the jurisdiction within which the project is to be located, and to the current edition or equivalent standards or codes, in so far as they apply:
- d. To ensure all relevant documents in obtaining all required clearances / permission / Approval related to set up of silica sand beneficiation plant.
- e. Any other job/activity, which is not specifically mentioned in the scope of work as described above or elsewhere in the RFP documents but is required for installation and operations of plant, shall also be included in scope of the Successful Bidder.

7. Documents & Drawings to be submit

- a. General layout plan.
- b. System drawings of the plant including overall payout, plot plan, single line diagram, processflow diagram.
- c. Sample GA(General arrangement) drawing of conveyor system indicating plan, elevation, belt profile with idlerlocation & switches, foundation plan.
- d. System drawings of other associated systems like dust suppression, firefighting & plant cleaning, power supply, illumination, control, communication etc.
- e. Broad Pollution control measures for the selected technology
- f. List of major equipment.
- g. Operation and maintenance manual.
- h. Any other documents and drawing necessary for the plant.
- i. Manpower planning.
- j. The Successful Bidder shall submit soft copies

8. Duration, timeline and Quantity of Work:

- a. The Period of contract may be 13 Years or till expiry of lease on 12.03.2037, whichever is earlier from the date of Commencement of work. However, period of contract may be extended on the same terms and conditions of the contract subject to the lease extension form concerned government authority, requirement and entire satisfaction of GMDC.
- b. The likely quantity of Silica sand lifting and consumption in proposed beneficiation plant is not less than 4,00,000 MT annually. It can be further increased in discussion with GMDC.
- c. It is desired that successful Bidder should complete Silica sand plant set up and operationalize it within the span of 1 year after issue of LOI to successful bidder. Lifting of raw silica sand shall be started as per agreement from 2nd year onwards.
- d. In case of any reason with reference to off take, adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Successful Bidder.
- e. All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if the Successful Bidder fails to comply the laws; it will be done at the risk and cost of the Successful Bidder and expenses shall be recovered from Security deposit of the Successful Bidder.
- f. The Successful Bidder shall have to follow all safety norms. The Successful Bidder shall be responsible for safety of equipments and plants.
- g. GMDC shall not be made liable for any damage/incident/accident and /or compensation for the manpower and/or tools and tackles of the Successful Bidder. Successful bidder shall have to indemnify GMDC from such damage/incident/accident and /or compensation for the manpower and/or tools and tackles.

9. Tax Liability

- a. Any other fresh imposition of taxes or levies or variation in existing taxes & levies etc. during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the successful bidder, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective Bill No.
- b. GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

10. Corrigendum

- a. Corrigendum if any shall be uploaded on <https://nprocure.com> only.
- b. Please note that there is no provision to take out the list of bidder(s) downloading the RFP document from the above referred the websites. As such bidders are requested to see the

website once again before due date of RFP opening to ensure that they have not missed any corrigendum uploaded against the said RFP after downloading the RFP document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading bidder(s).

- c. No separate intimation in respect of corrigendum will be sent to bidders who downloaded the RFP document from the website as information in this respect will not be available to websites.

11. Subletting of Contract

The whole of the work included in the contract shall be executed only by the successful Bidder alone and the successful Bidder shall not directly or indirectly transfer, assign, underlet or sublet the contract or any part thereof or interest therein and doing so shall render the contract to be terminated at the risk and cost of the successful Bidder.

12. Declaration

The bidder should give a declaration along with the technical bid that it has not enclosed any conditional offer.

13. Insurance

- a. The successful bidder shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under the Applicable Laws, with financially sound and reputable insurers, and such insurances as may be necessary or prudent in accordance with Standard Industry Practice.
- b. Any proceeds receivable from the Insurance Company shall be used by the successful bidder to make good the damages and payment of compensation.
- c. In the event of any loss or expense or damage suffered by GMDC due to any claim made against GMDC by any person for suffering any injury or damages to any person/property whatsoever arising out of or in consequence of any action or omission or commission on the part of the successful bidder or in violation of statutory provisions in connection with erection, operation and maintenance of the Silica sand beneficiation unit, the successful bidder shall keep GMDC indemnified for any claim, demand, proceeding, damages, cost, charges and expenses whatsoever in respect of or in relation thereto by taking suitable insurance policy.
- d. The successful bidder shall provide the Company (GMDC) with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the Company immediately after such insurance coverage. The successful bidder shall also inform the Company in writing at least sixty (60) days in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/ renewal, etc. as may be necessary well in time. Copy of the premium receipts and such records which evidence that the policy remains valid and alive and shall also be furnished regularly to GMDC by the WO without failure.

14. Guarantees and Liabilities

The Successful bidder will be responsible for soundness of the construction in respect of correctness of structural designs. The Successful bidder will be responsible for workmanship and use of quality materials in the work and for any damages, resulting or likely to result due to any deficiencies in this regard on account of failure of proper supervision and services expected from Successful bidder under this PROJECT. The Successful bidder will also responsible for any ambiguity in the specifications and or Description of the items for which GMDC suffers financial losses.

15. Liquidated Damages

- a. Bidder advised to operationalize Silica sand beneficiation plant with manpower and required earthmoving machinery to commence the work within 1 year, from the date of acceptance of LOI.

The Liquidated Damages shall be levied after end of every year on the shortfall quantity with respect to the target quantity of raw silica sand with following rates,

Shortfall	Rate of Liquidated damage for shortfall quantity
Up to 5 % of yearly Target	Nil
More than 5% of yearly target	10% of base price

The yearly Schedule for Silica sand lifting shall be provided by General Manager(Project)/PIC

- b. If the successful bidder denies paying LD than amount shall be recovered form Security Deposit of the bidder.
- c. If quantity shortfall due to any reason attributed to GMDC, no liquidated damage will be levied. GMDC shall not be liable to pay any compensation in this regards.
- d. If the Successful Bidder or its employees causes any damages or destroy any property belonging to GMDC, GMDC reserves the right to recover the charges or the liquidated damage from the Security Deposit.
- e. Under any circumstances GMDC shall not be liable to pay any compensation to the Successful bidder.
- f. For calculation of LD, date of issue of LOI shall be the reference date.

16. Termination of the Contract

- a. If the Successful bidder does not set up the plant or complete the job within the period specified in Clause above, GMDC may, by not less than 1 (one) weeks’ notice to the successful bidder, declare this contract to be null and void, and in the event of such a declaration, the contract shall stand terminated and the Successful bidder shall be deemed to have accepted such termination and bid security amount /SD will be forfeited.

- b. If Successful bidder found in any offensive act or inappropriate act which is causing loss/damage to the corporation or violating the code of conduct, GMDC reserves the right to terminate the contract with immediate effect and Successful Bidder will be blacklisted and the bid security amount /SD will be forfeited.

17. Disputes Resolution & Arbitration

The Successful Bidder and/or Bidder as the case may be, shall endeavor, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this RFP and/or Agreement and/or LOI, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Successful Bidder and/or Bidder as the case may be to this RFP and/or Agreement and/or LOI (a "Dispute") through good faith negotiations.

All questions, disputes, differences whatsoever which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only.

18. Jurisdiction

"The matter related to any dispute or difference arising out of this RFP and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

19. Compliance of Statutes

The Successful Bidder will strictly abide by all the laws governing employment, payment of wages, Safety and welfare of his labour and staff and provision of Minimum Wages Act, PF/ Gratuity Act, the Employee Compensation Act, Contract labour (Abolition and Regulation) Act, the Mines Act, the Indian Explosives Act, Mines Creche Rules (in case employing female workers), Industrial Dispute Act, Maternity Benefit Act, Bonus Act, Building & Other Construction Act& Rules 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, By-laws or the Orders made there under, such amount shall be recoverable from security deposit of the Successful Bidder. Any consequences arising out of non-compliance of Safety provisions will be at risk and cost of the Successful Bidder. The Successful Bidder shall maintain all the statutory registers under the above Acts and Regulations and shall submit the same on demand by the GMDC Management.

20. Non-fulfillment of Terms and Conditions of the Contract

- a. If the Successful Bidder fails to carry out the work as per the terms and conditions of the contract to the complete satisfaction of GMDC, GMDC shall be entitled to forfeit the Security Deposit paid by the Successful Bidder.
- b. In case of any change in the directives / rules of the Central / State Government related involving directly or indirectly the work awarded to the Successful Bidder under this RFP, the same shall have to be strictly adhered to and shall be binding upon the Successful bidder. GMDC will not be responsible for any compensation for any damages suffered by the Successful Bidder due to such changes.
- c. If required for any reason, GMDC reserves the right to terminate, amend and/or alter the contract and/or bifurcate and/or increase and/or reduce the contract work, at any time, without giving any notice to the Successful Bidder and without incurring any responsibility for such termination, modification and/or alteration and in such an event the Successful Bidder shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once and fully comply with the instructions of GMDC.

21. Force Majeure

- a. Force majeure is herein defined as any cause which is beyond the control of the Successful bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- b. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- c. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- d. The Successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
- e. For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- f. If any of the Force Majeure conditions exists in the place of operation of the Successful bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- g. The Successful bidder of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time.

- h. The decision regarding the occurrence of force majeure to be considered shall be decided jointly.

22. Foreclosure

In case of any necessity arising due to local working conditions or any unforeseen reason not in the control of the GMDC or any reason what so ever GMDC shall be at liberty to Fore close the contract without assigning any reasons or notice there for and for which no compensation will be payable to the successful bidder.

23. Right to review

GMDC reserves right to review the performance of the successful bidder in line with terms and condition mentioned in agreement/LOI. Performance review of Successful bidder shall be done at an interval of every 3 years or as deemed fit by GMDC. If successful bidder fails to perform as per terms and conditions of agreement/LOI, GMDC may issue notice to improve performance within a defined timeline not more than 1 year. Further, if bidder unable to improve its performance, GMDC reserves the right to terminate, amend and/or alter the contract at any time, without giving any notice to the Successful Bidder.

24. Safety

The Successful Bidder shall comply safety regulations as per statutory requirements under the relevant Acts.

25. Confidentiality

All the information, in any form, provided by the GMDC to the Successful Bidder, in connection with the assignment, shall be kept "Strictly Confidential" by the Successful Bidder. All information gathered there from and therein shall not be disclosed to any third bidder. The Successful Bidder is required to furnish an undertaking to the company for this purpose.

26. Severability

Should any provision of this CONTRACT be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions here to and they shall remain binding on the PARTIES here to.

27. Change in law

- a. In the event of any change or amendment of any ACT or law, Rules or Regulations of Government of India or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Government of India or Public Body which becomes effective after the date as advised by the GMDC for submission of the price bid

- for this CONTRACT and which results in increased cost of the SERVICES under the CONTRACT through increased liability of taxes (other than Corporate and Personal Taxes), duties, the Successful Bidder shall be indemnified for any such increased cost by the GMDC subject to the production of documentary proof to the satisfaction of the GMDC to the extent which is attributable to such change or amendments mentioned above.
- b. Similarly, if any change or amendment of any ACT or law including Indian Income Tax Act, Rules or Regulations of Government or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Government of India or Public Body which becomes effective after the date as advised by the GMDC for submission of the price bid for this CONTRACT and which results in any decrease in the cost of the SERVICES under the CONTRACT through reduced liability of taxes (other than Corporate and Personal Taxes), duties, the Successful Bidder shall pass on the benefits of such reduced cost, taxes or duties to the GMDC.
 - c. Notwithstanding the above-mentioned provisions, the GMDC shall not bear any liability in respect of (1) Personal Taxes on the employees of the Successful Bidder (2) Corporate taxes in respect of the Successful Bidder.

28. Handling of Documents

- a. All documents prepared in connection with this work and to be provided by Successful Bidder will be the property of the GMDC. As and when required or upon termination of the work, the aforesaid documents prepared specifically for this Assignment (including originals) shall be handed over to the GMDC before final acceptance or thereafter.
- b. Successful Bidder will have to take all necessary steps to ensure confidential handling of all matters pertaining to any information developed or acquired by you from GMDC under terms of the work or in performance thereof.
- c. Successful Bidder will not prepare articles or photographs for publication or speeches about the work and/or plant works and installation in which GMDC has an interest without prior written consent of GMDC.

29. Secrecy Clause:

- a. The Successful Bidder shall not disclose to any third party, any Technical information, process, data, design, drawings, plans, specification etc. received from GMDC at any time either in whole or in part, shall use all the reasonable efforts to preserve the secrecy of the above Technical Information and shall not use the same for any purpose other than the intended purpose including operation & maintenance of the resultant plant.
- b. However, the disclosure of such Technical Information to Government of India or Statutory Authorities of the Government of India shall not be deemed to be a violation of the Secrecy understanding contained herein.

30. Other terms & Conditions

- 1) The bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidder(s).
- 2) The bidder shall not reveal either his documents or any other exclusive details of GMDC to any other bidder.
- 3) GMDC's decision on award of Contract shall be final and binding on all the bidder(s).
- 4) GMDC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- 5) GMDC is not responsible for any damages, including damages that result from, but are not limited to negligence.
- 6) GMDC Ltd will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- 7) If the RFP documents and forms referred to in the RFP are not submitted or are submitted but not found duly filled in and unsigned, the RFP will be rejected.
- 8) In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
- 9) Canvassing in any form will lead to rejection of the offer.
- 10) Bid documents once submitted shall not be returned and shall remain the property of GMDC.
- 11) The bidder(s) who have earlier been awarded contract by GMDC for any job which they either did not accept or have abandoned or whose contract has been terminated by the company for breach of conditions, shall be considered ineligible to participate in this RFP.
- 12) To assist in the scrutiny of technical bid documents, evaluation and comparison of technical bids, the Corporation may, at its discretion, seek from any or all bidders, clarification(s) of his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (Part-II). The bidder will have to submit its response within the timelines specified at the time of seeking such clarification. The requests for clarification and response shall be through mail or physical copy, but no change in the final price or substance of the bid shall be permissible.

Annexure "A"

Instruction to Bidders for Online Tendering

1. All Bidders must submit their bid online through the website <https://tender.nprocure.com>
2. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
3. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

(n)Procure Cell

(n)Code solutions A division of GNFC

403, GNFC Info-Tower, Bodakdev, Ahmedabad- 380 054 (India)

Tel: +91 26857316/17/18 Fax: +91 79 26857321, Toll Free: 1800-233-1010

E-mail: nprocure@ncode.in

4. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online tendering process is not possible without a valid digital signature certificate.
5. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
6. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.
7. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
8. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned. Bidders are requested to take benefit of the same.
9. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:

a. GMDC:

Contact numbers: (M) 6359947641/ 6357425636

(LL) 079-27913200/3501

E-Mail: sales@gmdcltd.com

b. GNFC:

Contact Number: 079- 6857316/17/18

E-Mail: nprocure@ncode.in

LETTER OF SUBMISSION

To,
General Manger (Marketing & Sales)
Gujarat Mineral Development Corporation Limited
Khanij Bhavan, 3rd Floor, Wing A,
132 Ft. Ring Road, University Ground,
Vastrapur, Ahmedabad-380052, Gujarat,
India

Dear Sir,

Sub: Submission of Offer against - RFP Reference No.....

I/We hereby offer to carry out the work detailed in the e-RFP Specification issued by Gujarat Mineral Development Corporation Limited, Ahmedabad in accordance with the terms and conditions thereof.

I/We further agree to execute all the works referred to in the said e-RFP documents upon terms and conditions contained or referred to there in without any conditional offer.

I/We have deposited/depositing herewith the requisite bid security amount and RFP processing fee as per details furnished in the RFP document.

Place:
Date:

Authorized Representative of RFP:

Name:

Address:

Signature:

FORM – PA**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER****TECHNICAL BID**

<u>Sr. No.</u>	<u>Document</u>	Declaration (Strike out whichever is not applicable)
1.	RFP Fee	Yes/No
2.	Bid security amount	Yes / No
3.	Form PA (check list of documents enclosed with RFP)	Yes / No
4.	Form PB (Status of the Bidder)	Yes / No
5.	Form PC (CA Certification for Financial Details and work carried out during the last seven years of bidder)	Yes / No
6.	Form PD (Declarations)	Yes / No
7.	Form PE (Undertaking of Genuineness of Document)	Yes / No
8.	Form PF (Undertaking of Indemnity)	Yes / No
9.	Form PG (Site Visit)	Yes / No
10.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No

PRICE BID

1	Online Price bid submission in Form PP	Yes / No
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FORM - PB STATUS OF THE BIDDER

Particulars	Details
Name of the Bidder:	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name & contact number of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No & Bank Account Details (Cancelled Cheque to be enclosed)	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	
Whether enlisted in other dept., if yes, then furnish the details pertaining to class and the amount qualified to tender	
Whether the applicant or its partners or Directors black listed in past by any Govt. or any other body.	
Details pertaining to the work incomplete, if any	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the entity or any partner/proprietor of present entity as associated in any capacity.	

Signature and Stamp of the Bidder

FORM PC

1. Turnover and Net Worth

On the basis of the **audited books of accounts** produced before us by M/s. _____, we certify that as per the books of account Net worth and Turn Over of the firm M/s _____ are as under:

Net Worth = Rs. _____ for the Year 2019-20
 Rs. _____ for the Year 2020-21
 Rs. _____ for the Year 2021-22

Average Net Worth of Rs. _____

Turn Over = Rs. _____ for the Year 2019-20
 Rs. _____ for the Year 2020-21
 Rs. _____ for the Year 2021-22

Average Turnover of Rs. _____

2. Details of Work Carried Out During the Last Seven Years by the Bidder

Sr. No.	Description of work with Work place	Name of client with postal address	Work Order number and date	Contract Period		Actual Quantity worked	Amount without GST of work order	Work experience certificate attached
				From (Date)	To (Date)			
								Yes/No
								Yes/No
								Yes/No
								Yes/No

Signature and Stamp of the Bidder

Signature and Stamp of the CA

TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP

NO/ FIRM REGISTRATION NO

FORM PD
Declaration

(On letter head of the Bidder)

DATE:

To,

General Manger (Marketing & Sales)
Gujarat Mineral Development GMDC Ltd.,
“Khanij Bhavan”, 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380015

Dear Sir,

I/we here by solemnly declare that

1. Any of our Directors or Partners, jointly or severally and/or individually or our firm/GMDC have not been black listed by the Central Govt. or the State Govt. or its undertakings as on date of submission of bid.
2. We have not put any condition in our offer with respect to RFP No._____,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the RFP Document No._____unconditionally.

I/we here by further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our firm/GMDC in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the Bidder

FORM PE
(Format for Affidavit)

A F F I D A V I T

**Undertaking Regarding Geniuses Of Documents
(On Non-Judicial Stamp Paper Of Rs 300/-)**

I/We, _____, Partner / Director / Legal Attorney / Accredited Representative of M/s. _____ solemnly declare that:

1. I/We are submitting Tender for the work _____ against Tender No. _____
2. None of the Partners/Directors of our firm/GMDC is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC tenders and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

SIGNATURE OF THE BIDDER WITH

SEAL

Dated

FORM PF

Undertaking Of Indemnity
(On Letter head of the Bidder)

To,

General Manger (Marketing & Sales)
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan
132' Ring Road, University Ground,
Vastrapur,
Ahmedabad.

Dear Sir,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the Tender NoWe shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the above tender and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operations covered by the Bidder/tender, the GMDC Limited shall have the power (without being bound to do so) to define, contest or compromise any such claim demand or cause of action. 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)

FORM PG
Declaration

(On letter head of the Bidder)

Site Visit

We_____hereby certify that we have fully understood the site condition in respectof Tender No._for all the works mentioned above at_____. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the working conditions as proposed in the tender and availability of power supply, water supply, man power, machineries, transportation facility etc.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to us.

SIGNATURE OF THE BIDDER WITH SEAL

Dated

SIGNATURE OF THE PROJECT AUTHORITY

PRICE BID FORM – PP

(To be submitted online)

Sr. No.	Description of Work	UOM	Qty in MT	Rate in INR/MT	Total Amount in INR
1	A. Minimum assured Quantity of Raw silica sand lifting form GMDC annually (Not less than 4 Lac Qty per Annum)	MT	XXX		=A*(B+C)
	B. Base price of Silica sand fixed ((Excluding royalty, DMF, NMET, GST and TCS/TDS or any other taxes/ levies + loading of raw silica sand in bidder's scope)	INR		45	
	C. Premium over base price for raw Silica sand payable to GMDC, Not less than 25 INR/MT	INR		XXX	
	For proposed Silica sand Beneficiation Plant having around 100 TPH capacity along with all necessary ancillary equipment. This will be a combine package including everything like entire CAPEX for project including installation, commissioning, O&M, Sales and marketing, required earth moving equipment, manpower, tools & tackle, fuel, and consumables etc. to Operationalize Silica sand beneficiation plant by Environmental friendly technology.				
	Total Amount Rs (Excluding GST)				

BANK GUARANTEE FOR SECURITY DEPOSIT (SD)

Name of the Bank :
Address :
Guarantee No :
Name of the Successful Bidder: 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 (Marketing & Sales)
Gujarat Mineral Development Corporation Ltd,
132 Ft Ring Road, Near University Ground
Vastrapur, Ahmedabad.
Bank Name: ICICI Bank Ltd
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037 MT760

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**

_____ (herein after 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
- 3) by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/- (Rupees _____ only).
- 4) 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 be 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.

- 9) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 10) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.
- 11) The Bank has under its constitution power to give this guarantee and Mr. _____ who hassigned 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)

Annexure -B"

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 Kalupur 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

-----XXXXX-----

Annexure - C

VALID FOR THREE MONTHS ONLY

D	M	Y	Y	Y	Y				

OR ORDER

₹

FOR GUJARAT MINERAL DEVELOPMENT CORP LTD

S. J. Patel

ICICI Bank
Ahmedabad Branch
Jinc House, Opp. Parimal Garden, Ahmedabad - 380006.
RTGS / NEFT - IFSC Code : ICIC000024

PRIVILEGE
RESERVATION

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BUSINESS BANKING - NEW CURRENT ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India

A/c No. 002405019379

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28/12/12

SESHASAI

AUTHORISED SIGNATORIES
Please sign above

⑈491099⑈ 380229002⑈ 019379⑈ 29