



Expression of Interest (EOI)  
For sale of raw silica sand through long term supply agreement  
EOI No. GMDC/M&S/Silica/01/2024-25



**Expression of Interest (EOI)**  
**For sale of raw silica sand through long term supply  
agreement**

**EOI No. GMDC/M&S/Silica/01/2024-25**

**Gujarat Mineral Development Corporation Limited**

(A Government of Gujarat Enterprise)

CIN No. : L14100GJ1963SGC001206

Khanij Bhavan, 132 ft. Ring Road, Nr Gujarat University Ground, Vastrapur, Ahmedabad-  
380052 India



## DISCLAIMER

Gujarat Mineral Development Corporation (GMDC) has prepared this Expression of Interest (EOI) document solely to assist prospective proposers in making their decision of whether or not to bid. While GMDC has taken due care in the preparation of information contained herein and believes it to be accurate, neither GMDC nor any of its authorities, agencies, any of their respective officers, employees, agents, advisors give any warranty nor make any representations, express, implied as to the completeness, accuracy of the information contained in this document nor any information which may be provided in association with it.

This information is not intended to be exhaustive and interested bidder are required to make their own inquiries and do site visits that it may require to submit the EOI. The information is provided on the basis that it is non-binding on GMDC, any of its authorities or agencies, any of their respective officers, employees, agents or advisors.

GMDC reserves the right not to proceed with the EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. GMDC reserves the right to short list party with sound financial background considering overall project cost.

No reimbursement of any cost of any type will be paid to persons or entities submitting the EOI.



## 1. EOI DETAILS

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading State-owned Mining and Minerals Company in the western Indian State of Gujarat with operational experience spanning nearly 50 years. GMDC's product portfolio spans across mining, value added products and power. Its power portfolio includes clean energy sources such as solar and wind besides thermal power. GMDC is a zero-debt company listed on National and Bombay Stock Exchanges. GMDC's mining activities are spread across the Gujarat state. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese.

GMDC is having more than 200 Lakh MT Silica sand stocks at its Rajparddi Lignite Mines, Dist: Bharuch, Gujarat. The Silica Sand is found as overburden during Lignite mining. Silica is already mined out and stored in different stacks on the surface in ready to dispatch condition.

Sale of Raw Silica sand through EOI 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. GMDC invites Expression of Interest from reputed Vendors with following conditions.

- **Quantity to be lifted annually: Minimum 100000 MT**
- **Sale of raw silica sand on "as is where is, whatever there is and no complaint basis"**

## 2. TENTATIVE PRICE STRUCTURE

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 up to 02 decimals. The base price shall be fixed for two years and same shall be increased by 5% after every two years. Liquidated damage (LD) shall be applicable for shortfall in lifting quantity.

Mineral	Basic	Royalty	DMF @10% on royalty	80% Premium on royalty	Assessable Total	SGST @ 2.5	CGST @ 2.5	IGST @ 5%	Total	Round up Total
NG SILICA SAND	47	45	4.5	36	132.5	3.3125	3.3125	0	139.125	140

**Note:** Royalty, cess, duties, taxes, levies etc. are subject to change as per government authority's direction from time to time, shall be payable by the purchaser.

Please note that loading of Silica sand is in purchaser's scope.



### 3. 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

Note: The above figures are indicative only. Sale of raw silica sand on “as is where is, whatever there is and no complaint basis”

### 4. NOTICE INVITING EXPRESSION OF INTEREST

Date for Downloading of EOI, Submission Date and Date of Meeting with prospective Proposer is specified in table below.

Particulars	Description
<b>Download EOI Document</b>	EOI Document may be downloaded from website between <b>25.09.2024 11:00 hrs 24.10.2024 up to 18:00 hrs IST</b> from GMDC Website: <a href="https://www.gmdcltd.com/en">https://www.gmdcltd.com/en</a> EOI participation Amount of 2000/- INR (non-refundable) + GST @ 18%
<b>Queries by Email</b>	Queries if any may be sent by email to sales@gmdcltd.com in, by <b>05.10.2024 up to 18:00 hrs IST</b> .
<b>Pre EOI submission Meeting with Prospective Proposer</b>	Meeting with Prospective Proposer shall be held on <b>07.10.2024 at 12:00 hrs IST</b> online the video link. The video link for the meeting shall be uploaded on GMDC website in due course.
<b>Due Date for EOI Submission (i.e Last Date for EOI submission)</b>	Complete EOI in sealed envelope with relevant details shall be submitted through Speed Post or Registered Post with Acknowledge Due (RPAD) or courier or hand delivery by <b>24.10.2024 up to 18:00 hrs IST</b> at following address. The General Manager (Marketing & Sales) Gujarat Mineral Development Corporation Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, Gujarat, India.
<b>Date of Opening of EOI</b>	The EOI shall be opened <b>28.10.2024 at 11:00 hrs IST</b> in the office of General Manager (Marketing & Sales) at Gujarat Mineral Development Corporation Ltd.

The sealed Envelope shall bear the following identification:

- Notice No (if any):
- Name of the Work:
- Indicate the name, address and contact details of the Proposer.



## 5. OTHER EOI INSTRUCTIONS

### 5.1 Extension of Period of EOI Validity:

In exceptional circumstances, the GMDC may solicit the Proposer's consent for an extension of the period of EOI validity. Any such request by the GMDC and the response there-to shall be made in writing and such extension of Bid validity period by the Proposer should be unconditional. A Proposer may refuse GMDC's request for such extension. A Proposer accepting the request of GMDC shall not be permitted to modify its Bid.

### 5.2 Cost of Submitting EOI:

The Proposer shall bear all costs associated with the preparation and submission of his EOI and the GMDC will in no case be responsible or liable for those costs.

### 5.3 Site Visit:

5.3.1 Bidders advised to visit at Rajpardi Project to study the actual working conditions, before submission of the bid and will have to submit the site visit declaration in the prescribed format. The information/details given in the EOI document are only to describe the magnitude of work and are for mere guidance to the Bidders.

5.3.2 Any neglect or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the contracted rates and time in strict accordance with the contract documents.

### 5.4 Amendment to EOI document:

5.4.1 Before the deadline for submission of EOI, the GMDC may modify the EOI document by using addenda/Corrigendum.

5.4.2 Any addendum thus issued shall be part of the EOI documents. The addendums shall be posted on GMDC website: <https://www.gmdcltd.com/en>. Proposers are required to regularly check the website for such addendum.

5.4.3 To give prospective Proposers reasonable time in which to take an addendum into account in preparing their EOIs, the GMDC may its sole discretion, extend as necessary the due date for submission of EOI.

### 5.5 Late Proposal for EOI:

Any proposal for EOI received by the GMDC after the due date and time for submission of EOI prescribed in Key Date Section will be outrightly and return without opening the same.

### 5.6 Clarification of Proposal Submitted for EOI:

5.6.1 To assist in the examination, evaluation and comparison of EOIs, the GMDC may, at his discretion, ask any Proposer for authentication the correctness of the information/ details furnished by him in his bid or request for further clarifications/information as may be required for Evaluation. Such request by the GMDC and the response by Proposer shall be in writing.

5.6.2 GMDC reserves its right to amend, modify, cancel and or otherwise annul the EOI and or any of its contents at any time without assigning any reason whatsoever.



**5.7 Dispatch Arrangement at Locations:**

**5.7.1** Rajparddi project is equipped with fully digitized dispatch system along with 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 purchaser. 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	Rajparddi Lignite Project	Rajparddi	01	50

**5.7.2** Note that GMDC may consider option of dry sieving/screening request only from proposer post LTS agreement within its premises at risk and cost of the successful bidder. The successful bidder shall indemnify GMDC accordingly before starting the screening process.

**5.7.3** The proposer shall raise request separately for dry screening/sieving permission from GMDC. GMDC reserve rights regarding allowing the same at its jurisdiction subject to prevailing conditions at dispatch location and approval from competent authority of GMDC.

**5.8 Security Deposit:**

**5.8.1** 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.

**5.8.2** The successful bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) at within 10 days from the date of receipt of Empanelment Letter in any one of following form

**5.8.2.1** Demand Draft in favor of GMDC Limited Payable at Ahmedabad.

**5.8.2.2** 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. It should be valid for a period of not less than 18 (Eighteen months) from the date of receipt of Empanelment Letter and shall be renewed from time to time in case of requirement.

**5.8.2.3** The successful bidder shall have to make payment by electronic transfer through RTGS/NEFT in GMDC's Bank Account No. 00062090000855 (IFSC Code- HDFC0000006), HDFC Bank, Navrangpura.

**5.8.2.4** 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 end date of the contract period and shall be renewed from time to time in case of requirement, at bidders responsibility.

**6. GENERAL TERMS & CONDITIONS OF LONG-TERM SUPPLY AGREEMENT :**

**6.1 Term of Agreement:**

**6.1.1** Long Term Supply Agreement shall come into force with effect from the first day of the Month that is immediately succeeding the Month in which both the Parties sign Long Term Supply Agreement(the "Effective Date") and the same period and/or dates will be considered year on year.

**6.1.2** Long Term Supply Agreement shall, unless terminated earlier in accordance with the terms and conditions hereof, remain in force for a period of agreement from the Effective Date (the



"Term"). If the Purchaser wishes to extend the agreement period before it expires, they must inform the seller at least 60 days in advance by sending a return request. The agreement period cannot exceed 5 years in any case.

- 6.1.3** In the event of any change in the Applicable Law in the Raw Silica Sand distribution system of the Seller due to a Government directive/ notification, at any time after the execution of LTS Agreement, the Seller shall within thirty (30) days from making such amendments provide a written notice to the Purchaser calling for a joint review. If the Parties are unable to arrive at a mutually agreed position with respect to the subject matter of review, within a period of thirty (30) days from the date of notice, the Seller shall have the right to terminate the Agreement subject to a further notice of thirty (30) days given in writing to the other Party.
- 6.1.4** On completion of the Term, Long Term Supply Agreement shall expire unless both the Parties mutually agree in writing to extend the Agreement, on the same or such other terms as may be agreed upon by the Parties.

## **6.2 QUANTITY**

### **6.2.1 Annual Contracted Quantity (ACQ)**

**6.2.1.1** ACQ shall mean the quantity to be procured by purchaser in one year. Purchaser will purchase minimum 01 (One) lakh MT of Raw Silica Sand per year. Hence ACQ will be 01 (One) lakh MT.

**6.2.1.2** The purchaser has agreed to purchase ACQ of Raw Silica Sand to be supplied by the Seller at the basic rate as agreed as per clause 9.

#### **6.2.1.3 Demand of additional quantity beyond ACQ:**

In the case, the Purchaser requires a quantity of Silica Sand beyond ACQ, the quantity mentioned in the agreement, Purchaser must inform the Seller at least 30 days in advance and provide all necessary documents related to the requirement of additional quantity. The Seller may accept or reject such a request at their sole discretion. The request for additional quantity above ACQ may be increased by GMDC with rate and terms & Conditions as may be proposed by GMDC at that point of time. In any case, the additional quantity shall not to be counted in the ACQ or any other matter of LTS agreement.

### **6.2.2 Quarterly Quantity (QQ) :**

The supply of ACQ of Raw Silica Sand for each Year, as per Clause 4.1 shall be divided into Quarterly Quantities ("QQ") set out in Schedule I.

### **6.2.3 Scheduled Quantity (SQ):**

**6.2.3.1** The Monthly Scheduled Quantity (SQ) shall be one third (1/3rd) of the QQ.

**6.2.3.2** The allocation of Raw Silica Sand shall be made by the Seller subject to availability of the same.

**6.2.3.3** Either the Purchaser or the Seller by serving a written Notice at prior to the commencement of a Month, may revise the SQ to be supplied by the Seller in that Month, provided that the increase/ decrease resulting from such revision shall not be in excess of Twenty per cent (20%) of the SQ and the Purchaser shall seek any such increase in SQ for the months of July, August and September of any Year only with the prior written consent of the Seller.

### **6.2.4 Dry sieving or Screening :**

**6.2.4.1** The seller may consider option of dry sieving/screening request only from proposer post LTS agreement within its premises at risk and cost of the purchaser. The purchaser shall indemnify the seller accordingly before starting the screening process.

**6.2.4.2** The proposer shall raise request separately for dry screening/sieving permission from the



seller. The seller reserve rights regarding allowing the same at its jurisdiction subject to prevailing conditions at dispatch location and approval from competent authority of Seller.

**6.3 Dispatch and Site Management:**

- 6.3.1** Under the directions of GM (Project) of the Mine, the purchaser shall deploy its own manpower and machinery for loading and transportation of Silica sand. The Stack for loading shall be assigned by Project Head. Loading of Silica sand and weighment of the trucks would be permitted strictly during office hours on all working days only.
- 6.3.2** In case of any exigency, however, the purchaser will have to take prior written permission of General Manager (Project) for the loading and weighment of Silica sand trucks during holidays and beyond office hours, as the case may be.
- 6.3.3** In addition to the information that may be required to be provided in accordance with applicable law, the purchaser shall provide periodic reports to the competent authority as may be specified by the Seller regarding Silica sand purchase, including any compliance requirement in accordance with the provisions of laws.
- 6.3.4** Weighment of Silica sand will be carried out at the Seller's weighbridge located at Seller's Mines or Seller's authorized weighbridge and the quantity recorded shall be final for all transactions.
- 6.3.5** The purchaser shall obtain and maintain all statutory approval required for loading, purchase & transport of Silica sand. The purchaser shall also submit such reports and information as required under the applicable acts and rules.
- 6.3.6** Any request / communication for change in lifting / dispatch schedule or any other issue shall be communicated to the seller at least before 7 days in advance of such requirement.

**6.4 Liquidated Damage :**

- 6.4.1** In case the purchaser has made a Shortfall in Offtake, then he shall be liable to pay Liquidated Damages to the Seller in terms of the following:

<b>Sr. No.</b>	<b>Schedule of Lifting of Raw Silica Sand per Quarter</b>	<b>Rate of Liquidated Damages for the shortfall in lifting of scheduled quantity in terms of the Base Price</b>
1	Less than 100% but up to 80% of ACQ	NIL
2	Below 80% of ACQ	10%

- 6.4.2** The amount of liquidated damages shall be recoverable from the purchaser by deducting the amount from the Delivery orders to be obtained or from the Bank Guarantee submitted by the Purchaser towards obtaining delivery order or any other amount of purchaser lying with the Seller.
- 6.4.3** The Liquidated Damages shall be leviable every year on any shortfall in off-take in the annual contracted quantity of Raw Silica Sand against annual targeted quantity of Raw Silica Sand as mentioned above, for the reasons not attributable to Seller. Shortfall in the targeted quantity



shall be reviewed on cumulative target basis at the end of the each quarter so that the Purchaser can recoup and recover the shortfall of the year.

**6.5 Quality :**

Seller agrees to supply the Raw Silica Sand on "**AS IS WHERE IS, WHATEVER THERE IS, NO COMPLAINT BASIS**" from its Mine(s) as specified hereunder.

**6.6 Measurement of Raw Silica Sand:**

**6.6.1** For dispatch of Raw Silica Sand by road, all the trucks loaded for the Purchaser shall be weighed at the Delivery Point at the electronic weighbridge of the Seller and electronic print out of actual weight recorded shall be provided. Such measurement shall be final and binding for determination of the quantity delivered. The Purchaser shall have the right to witness the measurement of the Trucks at the weighbridge, if desired. The Seller shall hand-over the copies of invoice cum delivery challans to the Purchaser's representative, immediately after the weighment of the trucks at Seller's weighbridge.

**6.6.2** The Seller and the Purchaser shall permit access to and make facilities available at their respective weighbridge, for representatives of either Party to witness and note the weight for the consignment. In case the representative of any Party fails to be present, at the time of such measurement, the weight recorded by the representative of the other Party in accordance with Clause 6.1, shall be final and binding.

**6.6.3** The weighment done at Seller's weighbridge shall be final and binding on the Purchaser and no claim in whatsoever manner shall be entertained in this regard. Further the weighment done at the Seller's weighbridge shall be calibrated by the Weights and Measurement Department in accordance with the Standards of Weights and Measures Act and also whenever required, the Purchaser shall have a right to witness the calibration of the weighbridge at Seller's end. Invoice cum Delivery Challan of consignment, as per the provisions of Clause 6.1, shall be provided.

**6.7 Method of Order Booking And Delivery of Raw Silica Sand :**

Method of order booking and delivery of Raw Silica Sand is as per the prevailing practice of the Seller.

**6.8 Transfer of title to Goods :**

Once delivery of Raw Silica Sand have been effected at the Delivery Point by the Seller, the property /title and risk of Raw Silica Sand so delivered shall stand transferred to the Purchaser in terms of LTS Agreement. Thereafter the Seller shall in no way be responsible or liable for the security or safeguard of the Raw Silica Sand so transferred. Seller shall have no liability, including increased freight or transportation costs, as regards missing/diversion of road transport en-route, for whatever causes, by road transporter or any other agency.

**6.9 Price of Raw Silica Sand :**

The "As Delivered Price of Raw Silica Sand" Basic price is INR 47 per MT plus Statutory levies such as the rate of Royalty, District Mineral Fund (DMF), National Mineral Exploration Fund (NMEF), GST or any other Govt. levies, will be applicable. Any changes in statutory levies will be applicable from the date notified by the competent authorities.



**6.9.1 Base Price :**

The Purchaser shall pay the Base Price of Raw Silica Sand in accordance with the provisions of LTS Agreement. The Basic price shall be fixed for 2 (Two) years and the same shall be increased by 5% after every two years.

**6.9.2 Statutory Charges :**

**6.9.3** The statutory charges shall comprise Royalties, , GST, Clean Energy Tax, Mine Closure Fund, Additional amount, DMF, NMEF, Cess, Duties, Taxes, Levies etc., if any, payable under relevant statute but not included in the Base Price, shall be payable by the Purchaser. These levies/charges shall become effective from the date as notified by the Government/ statutory authority.

**6.9.4** In all cases, the entire freight charges irrespective of the mode of transportation of the Raw Silica Sand supplied, shall be borne by the Purchaser. Purchaser will make necessary arrangement at its own cost for transport of Raw Silica Sand from the mines of seller to purchaser location.

**6.10 Modalities for Billing, Claims & Payment:**

**6.10.1** The purchaser shall make the advance payment for Raw Silica Sand supply and each truck will be provided with GST Invoice cum Delivery Challan issued by the seller.

**6.10.2** The advance payment made by the Purchaser shall be non-interest bearing. The said advance payment is subject to change with change in the price of Raw Silica Sand on as is where is basis.

**6.10.3** Moreover, the supply of Raw Silica Sand if made from Seller's alternate sources then the purchaser is under an obligation to accept the same at a prevailing market rate of that alternate source and/or delivery point, as decided by the Seller. Additional cost due to supply through alternate source shall be borne by the Purchaser.

**6.10.4 Bank Guarantee or Fixed Deposit:**

**6.10.5** The Purchaser shall submit Bank Guarantee in favor of GMDC Ltd at 10 % of the basic price for the Annual Contracted Quantity.

**6.11 Dispute Resolution and Arbitration:**

**6.11.1 Legal Jurisdiction:** Matter relating to any dispute or difference arising out of Long Term Supply Agreement and subsequent contract based on the agreement shall be subject to the exclusive jurisdiction of courts at Ahmadabad only. **Dispute Resolution:** The said clause is reproduced here for your reference.

**6.11.2** *"The parties shall endeavour, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with LTS Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to Long Term Supply Agreement(a "Dispute") through good faith negotiations."*

**6.11.3** *"All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the parties to this contract in connection with the 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. The venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English."*



**6.12 Power to remove difficulties:**

In case of any difficulty arises in performing LTS Agreement/contracts as per the conditions stipulated therein to the purchaser, such in respect of difficulties faced by him/his identity, will submit meritorious representation in LTS 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.

**6.13 Compliance of Statutes:**

The purchaser 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 the purchaser. Any consequences arising out of non-compliance of Safety Provisions will be at the purchaser's sole risk and cost. The purchaser 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). Any Instruction / Order / Guidelines issued by the Project authorities shall be strictly followed by the Purchaser or any agency appointed on his behalf.

**6.14 Non-fulfilment of terms and conditions of contract / sale order:**

- 6.14.1** If the Purchaser fails to lift the Silica sand as per the Agreement/delivery schedule/extended period, GMDC shall be entitled to forfeit the amount paid towards obtaining the delivery order by the purchaser.
- 6.14.2** Likewise, if the purchaser does not fulfil the terms and conditions of the Agreement/contract and does not lift the Silica sand per the schedule / extended period given by Seller, the seller has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the seller shall be entitled to forfeit the amount paid towards obtaining the delivery order by the purchaser.
- 6.14.3** For any reasons, if it is required, the seller 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 purchaser and without incurring any responsibility. For such cases, the purchaser 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 Seller.
- 6.14.4** 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 the purchaser; The Seller will not be responsible for any compensation for any damages suffered by the purchaser due to such changes.
- 6.14.5** If Purchaser fails to carry out the work as per terms and conditions of the contract to the satisfaction of the Seller, Seller shall be entitled to forfeit the Bank Guarantee paid by Purchaser. This however, shall not absolve Purchaser from his obligation to fulfil the contract.



- 6.14.6** Likewise, if Purchaser does not fulfil the terms and conditions of the contract and does not off take the Raw Silica Sand up to the entire satisfaction of Seller, Seller has the right to terminate the contract by giving one month notice at its sole discretion, without assigning any reason, Under such events, the Seller shall be entitled to forfeit the Bank Guarantee paid by Purchaser.
- 6.14.7** For any reasons, if it is required, the Seller reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the ACQ at any time without giving any notice or reason to Purchaser and without incurring any responsibility.
- 6.15 Force Majeure:**
- 6.15.1** 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 seller and the purchaser 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.
- 6.15.2** 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.
- 6.15.3** The decision regarding occurrence of force majeure to be considered shall be taken jointly by seller and the purchaser.
- 6.15.4** For any dispute arising out of content of LTS document or Interpretation of any terms thereof, the decision of the seller, shall be final and binding upon the purchaser.
- 6.16 Insurance :**
- The purchaser will be required to ensure Third Party Insurance cover of all their personnel, vehicles employed and deployed throughout the contract period.
- 6.17 Other Terms & Conditions :**
- 6.17.1** Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of raw Silica sand shall not be acceptable.
- 6.17.2** Seller 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.
- 6.17.3** The purchaser 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.
- 6.17.4** The purchaser shall be deemed to have acquainted themselves with all prevailing applicable Laws, Regulations, Taxes, Levies and other charges relating to the work / product.
- 6.18 Compensation towards negligent actions / damages:**
- The purchaser shall be responsible for any claims arising out of negligent actions/ damages on any property belonging to Seller and to its personnel, or in an accident involving any personnel or labor, during loading and movement of the material at the Mines of Seller.
- 6.19 Foreclosure :**



If at any time after acceptance of the offer the Seller 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 Seller shall give notice in writing to that effect to the purchaser and the purchaser 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.

## 7. DOCUMENTS REQUIRED

The interested bidders shall submit following self-certified copy of documents to GMDC Ltd before last date for submission of documents.

1. Form-A (As per Annexure-III)
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. EOI participation Amount of 2000/- INR (non refundable) + GST @ 18% aggregating to INR 2360/-to be paid to GMDC via DD /NEFT / RTGS
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. Power of Attorney for the authorized person (As per Annexure-VI)
10. Declaration Regarding knowledge & awareness of Rules & Regulations (letter Head) (As per Annexure-IV)
11. Declaration Regarding Site Visit & Sample Analysis (letter Head) (As per Annexure-V)

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.



## ANNEXURE I: COVER LETTER

**Date:**

To,

General Manager (Tech 3)  
Gujarat Mineral Development Corporation  
Khanij Bhavan, 132-Ring Road,  
Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052, Gujarat, India

**Subject:** Submission of Expression of Interest for purchase of raw silica sand through long term supply agreement, from GMDC, Rajapardi Project.

Dear Sir,

With respect to above mentioned subject, we are pleased to submit the EOI No. GMDC/M&S/Silica/01/2024-25. Our EOI proposal is subject to all terms and conditions contained in the EOI document. In additions to terms and conditions of this EOI, we are not given any written or oral promise from the GMDC.

We are fully aware that the GMDC has right to accept any EOI or reject any/all EOI without giving any reason and upon rejection of EOI, we shall not be entitled to any right with related to the GMDC.

We have thoroughly read and understood all the terms and conditions of this EOI and we promise to observe all the terms and conditions of this EOI. We have signed and sealed each and every page of this EOI document.

**(Signature and stamp of the Proposer with date)**



## ANNEXURE II: GENERAL INFORMATION

{On Proposer's letterhead}

### **Proposers name and contact details.**

Name of the Proposer Organization:

Nature of Entity:

Name of the Concerned Person:

Address of Registered Office:

Country:

Phone:

Fax:

E-mail:

Main Line of Business with experience:

**Copy of the Registration of the Proposer:** Certificate of Incorporation/Registration certificate as per relevant laws of respective countries where in Proposer is involved in Business activities. If the registration certificate is in other language other than English then such certificate should be accompanied with translation in English language.



**ANNEXURE- III FORM-A (FOR ALL INTERESTED BIDDERS)**

1	Name of Bidder	
2	Address	
3	Authorized Person Name Contact No. & email id (Power of Attorney to be attached in case of company)	
4	PAN No.	
5	GST No.	
6	Details of EOI participation amount deposited by DD or by NEFT/RTGS	
7	Stockiest Code issued by CGM	
8	Export License Details (If any)	
9	Purpose of buying/ Procuring Silica	
10	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 – IV : 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 Raw 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 EOI No. GMDC/M&S/Silica/01/2024-25 and its terms and conditions.

We further declare that, we will not raise any dispute / claim with respect to sale of Raw Silica Sand under this EOI 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 Raw Silica Sand of in Gujarat & India, issued by Government from time to time, and its changes / amendments, whether mentioned in the EOI 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 EOI 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 Proposer)**

Date  
Place



**ANNEXURE – V : 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 EOI No. GMDC/M&S/Silica/01/2024-25 for Sale of Raw Silica Sand, Rajardi Project, Bharuch, Gujarat.

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 EOI.

We are principally agree with the estimated specification of the Raw Silica Sand offered, and agree to follow the mechanism dispatch established by GMDC.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during entire period of the transaction under EOI.

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

Date  
Place



**ANNEXURE – VI : POWER OF ATTORNEY FOR AUTHORIZED TO SIGNING AND OTHER COMPLIANCE**

**[On duly notarized Rs. 300 stamp Paper]**

We, [name and address of the Applicant] 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 Express of Interest (EOI) , in response to the registration Document, dated [dd/mm/yyyy] issued by Gujarat Mineral Development Corporation Limited, including but not limited to signing and submission of Long-term Supply Agreement, affidavits, other documents, writings 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 Express of Interest (EOI) & of Long-term Supply Agreement for Raw Silica Sand and/or upon award thereof to us and/or till the issuance of Sale 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 Applicant], 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.

[Seal of Notary]