



Gujarat Mineral Development Corporation Ltd.

(A Government of Gujarat Enterprise)



e-Tender Document
for

Preparation of Techno Economic Feasibility
Report for setting up of 2 LTPA (output)
Silica Sand Beneficiation Plant at Rajpardi,
Dist. Bharuch, Gujarat, India

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

(A Government of Gujarat Enterprise)

CIN: L14100GJ1963SGC001206

“Khanij Bhavan”, 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad 380 052, INDIA

Phone: 079-2791 2284 / 2791 2350 / 2791 2350 / 2791 3200 / 2791 3501 Fax: 079-2791 1540

Direct: 079-2791 0326, Email: bdcell@gmdcltd.com Website: www.gmdcltd.com



e - Tender No. GMDC/BD/SS/01/2015-16

Request for Proposal (RfP) for preparation of Techno Economic Feasibility Report for setting up of 2 LTPA (output) Silica Sand beneficiation plant at Rajpardi-Gujarat

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**SUMMARY OF E-TENDER****SECTION - I**

e-Tenders are invited in our prescribed form for preparation of Techno Economic Feasibility Report for setting up of 2 LTPA (output) Silica Sand beneficiation plant at Rajpardi-Gujarat.

Price of e-Tender	Rs. 5,000/- payable by Demand Draft favouring "Gujarat Mineral Development Corporation Ltd" payable at Ahmedabad on any Scheduled Bank from banks approved by Govt. of Gujarat from time to time (Except Co-operative Bank)
Earnest Money Deposit	Rs. 50,000/- payable by Demand Draft favouring "Gujarat Mineral Development Corporation Ltd" payable at Ahmedabad on any Scheduled Bank from banks approved by Govt. of Gujarat from time to time (Except Co-operative Bank)
Downloading of e-Tender Document	From 07/10/2015 from the website www.gmdcltd.com or https://www.gmdc.nprocure.com
Last date of online submission of e-Tender	28/10/2015 upto 15:00 hours
Submission of Tender fee, EMD and Supporting documents for Technical Scrutiny	28/10/2015 upto 16:00 hours at Corporate office, Ahmedabad
Date and time of opening and viewing of technical bid	28/10/2015 upto 16:30 hours at Corporate office, Ahmedabad
Date and time of opening and viewing of price bid	To Be Intimated

Important Note:

1. The bidders are required to quote the rate online strictly as per the terms and conditions mentioned in the tender document. The conditional tender will not be entertained and shall be liable for outright rejection.
2. Amendments/corrigendum in the tender 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 tender on website. The bidders are required to visit the website regularly till the last date of submission of the bid.
3. GMDC reserve the rights to modify or alter any Tender Condition.
4. The bidders are required to submit their bids online on <https://www.gmdc.nprocure.com>
5. Failure in submission of bid on online in stipulated time due to any reason whatsoever by any bidder shall not be entertained. In such circumstances, bid submitted physically for supporting documents, tender processing fees, EMD 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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INVITATION TO E- TENDER

SECTION – II

1. Introduction to GMDC

- 1.1. 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.
- 1.2. GMDC is operating its Lignite mines at Panandhro, Mata-No-Madh and Umarsar in Kutch district, at Rajpardi in Bharuch district, at Tadkeshwar in Surat District and at Bhavnagar in Bhavnagar district.
- 1.3. GMDC is interested in engaging an agency who would setup a 2 Lakh Tonnes Per Annum (LTPA) capacity (output) Silica Sand Beneficiation Plant at Rajpardi, Gujarat on Build Own Operate (BOO)/Build Operate and Transfer (BOT) / Build Own Operate and Product Sales basis or carry out Operations and Maintenance (O&M) of the plant that GMDC may (help to) setup. The main objective of this project is to cater the end use industries of Silica Sand in the Gujarat State. The end product of this plant should be useful to industries like refractory, glass, smelter, foundry, cement etc.

2. Description of Work

- 2.1. The successful bidder shall prepare a techno-Economic Feasibility report for above mentioned Silica Sand Beneficiation Plant. The study will include the following:
 - 2.1.1. Silica Sand Sample collection at Rajpardi, Gujarat
 - 2.1.2. Analysis of samples collected at Rajpardi, Gujarat as per the specifications mentioned in clause no. 3.2 of Section V of this tender document
 - 2.1.3. Assess the various technologies that would be available for achieving the desired output quality/quantity, operating the plant and generating positive contribution.
 - 2.1.4. Selection of the site, infrastructure and layout of beneficiation plant in consultation with GMDC Ltd
 - 2.1.5. Selection of the technology
 - 2.1.6. Identify and examine various alternatives available with GMDC for erection of a plant under BOO/BOT/Build Own Operate and Product Sales basis or erection by GMDC and engage a suitable contractor for its operations and maintenance
 - 2.1.7. Financial Estimation (with backup budgetary offers) for the CAPEX proposed
 - 2.1.8. Estimation of OPEX

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- 2.1.9. Financial appraisal of the proposed project
- 2.1.10. Identify all the clearances and approvals, including Environmental Clearance, Environmental Management Plan, GPCB approvals etc, that GMDC needs to obtain for establishing the proposed plant. A tentative timeline and key activities for this shall be identified.
- 2.1.11. Prepare draft tender document and agreement for selection of contractor for setting-up the proposed plant as per the business model finally selected after consultation with GMDC. The format, structure and selection criteria for the tender process shall be decided after discussion with GMDC.

3. Current Status

- 3.1. 118 Lakh Metric Tonnes of Silica Sand has been excavated/ or is available as an overburden at GMDC Lignite Project - Rajparddi and same is occurring during the mining of Lignite in mine.

4. Purpose of Techno-Economic Feasibility Report

- 4.1. The TEFER for setting up a 2 LTPA (output) Silica Sand Beneficiation Plant at Rajparddi, Gujarat shall be prepared with both technical and commercial considerations. The Successful Bidder should suggest the best technology and solution(s), scope of work, timeline and financials of the proposed project.

5. Tender Document

- 5.1. The tender documents can be downloaded from our website www.gmdcltd.com and <https://www.gmdc.nprocure.com>. The tender processing fee is to be submitted in the form of Demand Draft of Rs. 5000/- . Bidder(s) shall upload the scanned/soft copy of the Demand Draft at the time of online submission of Technical Bid as mentioned in Clause No. 6.2.1 of Section II. The original Demand Draft shall be submitted offline in the sealed cover as mentioned in Clause No. 6.2.2 of Section II of the Tender Document. If the amount mentioned in the DD is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

6. The Tender & Offer

- 6.1. It is a two bid system. The bidder(s) are requested to submit the Bid online at <https://www.gmdc.nprocure.com> only by the date and time prescribed in the tender notice.

6.2. Part - I Technical Bid

- 6.2.1. Bidder(s) should submit technical bid online. Bidder(s) shall upload the scanned/soft copy of below mentioned documents:

- A. Demand Draft for Tender processing fee
- B. Demand Draft for Earnest Money Deposit
- C. Other documents as mentioned in Clause No. 1.2 and 1.3 of Section III and Clause No. 6.3 of Section IV with official seal & signature on all pages

- 6.2.2. The Bidder(s) shall submit offline Demand Draft for EMD and Tender Document in Sealed Envelope super scribed as “**Tender No. GMDC/BD/SS/01/2015-16,**

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TECHNICAL BID– Techno Economic Feasibility Report for setting up of 2 LTPA (output) Silica Sand Beneficiation Plant at Rajpardi, Gujarat” on the following address:

**Chief General Manager
6th Floor, Wing A, GMDC Limited
“Khanij Bhavan”, 132 Ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad – 380 052, Gujarat, India.**

GMDC will not be liable for any delay in delivery of the same.

6.2.3. If the Demand Draft for EMD and tender processing fee are not found in the sealed technical bid document cover or if the amounts thereof are found short, the tender will not be considered for scrutiny and will be outrightly rejected.

6.3. Part – II Price-Bid

6.3.1. Bidders are requested to submit the Price Bid online only **<https://www.gmdc.nprocure.com>** before 28/10/2015 upto 15:00 hours. The Price Bid format is prescribed in “**Form A**”.

6.3.2. e-Tendering procedure is explained in detail in Section – VII

6.4. Award of work will be intimated to the successful Bidder through a letter and an email which may be treated as authorization to commence the work.



ELIGIBILITY AND EVALUATION OF E-TENDER SECTION – III

1. Eligibility Criteria

1.1. Experience

- 1.1.1. Bidder should have experience in preparation of techno economic feasibility report for setting up silica sand beneficiation plant or for beneficiation plant of any minerals with minimum one lakh MT/year capacity, in last three years i.e. 2013-14, 2012-13 and 2011-12 for well-known clients or for captive purpose.
- 1.1.2. Bidder shall submit Performance and Completion Certificate with regard to his above experience from relevant organization where the project is in operation and about satisfactory performance of that project
- 1.1.3. The bidder should clearly state its status and submit duly attested supporting documents as detailed in the Annexure
- 1.1.4. Bidder has to qualify both technical and price bid criteria

1.2. Financials

- 1.2.1. The annual average turnover of the Bidder(s) in last three years i.e. 2013-14, 2012-13 and 2011-12 should be **minimum Rs. 25 lakhs**
- 1.2.2. Bidder(s) has to submit audited balance sheet of these years along with Profit & Loss (P&L) account

1.3. Technical Criteria

Sr. No.	Parameter	Marks allotted
1	Past experience in preparation of Techno-Economic Feasibility Report (TEFR) for beneficiation plant of any mineral with plant output capacity of minimum 1 Lakh Metric Tonnes Per Annum (LTPA) undertaken in last 5 years i. If Bidder had prepared 3 or more TEFR ii. If Bidder had prepared 2 TEFR iii. If Bidder had prepared 1 TEFR	30 (maximum) 30 20 10
2	Past experience in preparation of Techno-Economic Feasibility Report (TEFR) for beneficiation plant of Silica Sand with plant output capacity of minimum 2 Lakh Tonnes Per Annum (LTPA) undertaken in last 5 years.	20
3	Team of experts to be on roll for preparation of Techno-Economic Feasibility Report (TEFR) for setting up 2 LTPA (output) Silica Sand Beneficiation Plant at Rajpardi, Gujarat: i. Process Engineer/Mineral Engineer/Mineral Processing Engineer with minimum 10 years of relevant experience	30 (maximum) 7



	ii. Mechanical/Civil Engineer with 10 years of relevant experience	7
	iii. Financial Expert/MBA in Finance/CA with minimum 5 years of relevant experience	5
	iv. Electrical Engineer with minimum 5 years of relevant experience	4
	v. Instrumentation Engineer with minimum 5 years of relevant experience	4
	vi. Draftsman with minimum 5 years of relevant experience	3
4	Approach and Methodology	20
	TOTAL	100

***Important Note**

- To qualify the above technical criteria, bidder has to obtain minimum 60 marks out of 100
- Bidder should submit the work order as well as work completion certificate for the past experience cited by the Bidder for Sr. No. 1 & 2 mentioned above
- Team of experts mentioned in Sr. No.3 should have graduated from reputed institutes only and Bidder should submit CV of all candidates as per format given in **Annexure – IV**. The team of experts should be on permanent payroll of the bidder.
- Bidder should affix the signature of authorized signatory on each page of the document with seal of the company
- GMDC reserves the sole right for evaluation of technical criteria

1.4. Price Bid criteria

1.4.1. The Bidder shall quote rates online only for the entire scope of work

1.4.2. 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 Service Tax, as under:

Sr. No.	Description of Work	Rate in Rs.
1	Preparation of Techno Economic Feasibility Report for setting up of 2 LTPA (output) Silica Sand Beneficiation Plant at Rajparadi, Dist. Bharuch, Gujarat, India	

Total amount in words:

(Rupees.....)

1.4.3. Price quoted shall be on lump sum basis inclusive of all expenses towards the scope in complete with boarding, lodging & travels to Silica Sand beneficiation plant site at Rajparadi, Gujarat for the project related activities.

1.4.4. The quoted price for the preparation and submission of TEFRR shall be exclusive of service tax, which will be indicated separately as applicable. Service tax will be paid subject to production of documentary proof and

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Successful Bidder will mention the Service Tax amount in the invoice/Bill after considering the abatement if any.

- 1.4.5. The price shall be firm and binding without any escalation whatsoever till completion of works in all respect.
- 1.4.6. 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.
- 1.4.7. Income tax as per prevailing rate shall be deducted from each invoice and the TDS certificate will be issued by GMDC.
- 1.4.8. Price Bid will be opened only for those bidder(s) who qualify technical criteria

1.5. Evaluation Process

- 1.5.1. The method for evaluation of e-Tender will be Quality and Cost Based Selection (QCBS). The weightage allotted for technical proposal is 70%, price bid is 25% and TEFr presentation to GMDC management at GMDC corporate office is 5%
- 1.5.2. The marks obtained by Bidder in technical criteria will be converted into 70%. The formula to convert marks into percentage (%) is given below:
- 1.5.3. Technical marks in percent = (Marks obtained in technical criteria/100)*70
- 1.5.4. After evaluation of technical criteria, price bid will be opened for those bidder(s) who score more than 42 (out of 70) in the technical proposal evaluation and the same bidder(s) will be requested for TEFr presentation at GMDC Ahmedabad office
- 1.5.5. For price bid, the marks can be calculated as,

$$[(L_n - L_x)/(L_n - L_1)] * 25$$

Where L_n – The highest price quoted by any of the bidder
 L_x – Price quoted by individual bidder for whom the marks to be calculated
 L_1 – Lowest price quoted by any bidder
- 1.5.6. Total marks scored by a Bidder = Technical marks + Price Bid marks + Marks obtained in TEFr presentation to GMDC
- 1.5.7. After calculation of total marks of all the bidder(s), the Bidder who scores highest marks will be awarded the contract / work
- 1.5.8. In case a tie occurs, Bidder who has scored higher marks in technical criteria will be given first preference
- 1.5.9. In case again tie occurs, Bidder who has scored higher marks in financial criteria will be given first preference

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**INSTRUCTIONS TO BIDDER(S)****SECTION – IV****1. Earnest Money Deposit (EMD)**

- 1.1. The bidder should enclose a crossed demand draft worth Rs. 50000/- drawn in favour of “**Gujarat Mineral Development Corporation Ltd.**”, payable at Ahmedabad from a Scheduled Commercial Bank except Co-operative Bank along with the technical bid in the cover as super-scribed as mentioned in Clause No. 6.2.2 of Section II of the Tender Document. In absence of the DD for EMD or inadequate amount of EMD, the offer will be summarily rejected and no claim shall be entertained on such rejected tenders. The Bidder shall upload the soft copy of Demand Draft of EMD during submission of Technical Bid online.
- 1.2. Un-Successful Bidder(s) will be refunded the EMD amount after selection of the bidder is made by GMDC. The amount of EMD of Successful Bidder(s) shall be adjusted against remittance of Security Deposit, if desired by the Successful Bidder(s), or shall be refunded by way of crossed cheque on receipt of security deposit amount. Mere bank guarantee or cheque will not be accepted.

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

- 2.1. The GMDC, on acceptance of the offer, will issue LOI to the Successful Bidder(s), 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 EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.
- 2.2. Within 7 days of submission of its acceptance of LOI, the Successful Bidder(s) shall make payment of security deposit in the manner prescribed in clause no. 4 of this Section.

3. Contract Agreement and Commencement of Work

- 3.1. The Successful Bidder(s), along with payment of Security Deposit, will also enter into agreement with GMDC on Rs. 100/- Stamp Paper (to be provided by the Successful Bidder) as a token of acceptance of the terms and conditions of the contract, within 30 days of submission of its acceptance of LOI. The prescribed format of agreement is annexed herewith as Annexure-VI.
- 3.2. In case of any necessity arising after executing the agreement and during the execution of the work which requires alteration/modifications in the agreement can be made after mutual understanding and consent of both the successful bidder(s) and GMDC.
- 3.3. The Successful Bidder shall have to start the work within 10 working days from the date of execution of agreement or letter of GMDC informing to start the work whichever is earlier.
- 3.4. In case of failure to commence the work within the above-mentioned period, the contract may be terminated at the discretion of GMDC and Security Deposit/EMD will be forfeited.

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4. Security Deposit

- 4.1. The Successful Bidder shall pay security deposit (SD) @ 5% of the total contract value in the following manner.
- 4.2. 5% of the total contract value (including EMD) before the commencement of the contract work in form of a Crossed Demand Draft in favour of “**Gujarat Mineral Development Corporation Ltd.**” payable at Ahmedabad or a Bank Guarantee, from banks approved by Govt. of Gujarat from time to time except Co-operative Bank having validity for the minimum period of three years in the form and manner acceptable to the GMDC.
- 4.3. In case of Bank Guarantee, before one months of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should be made valid till six months after expiry of contract period.
- 4.4. However, if the amount of the total work done exceeds the total contract value, deduction against SD will be continued @ 5% of the bill amount, till the currency of the contract period / extended period, to match with the value of excess quantity.
- 4.5. GMDC will not pay any interest on Security Deposit.
- 4.6. SD shall be refunded to the Successful Bidder, within a period of ninety days after satisfactory completion of the work.
- 4.7. The SD shall be forfeited if the Successful Bidder fails to start the work at site within 10 working days from the date of acceptance of LOI.

5. Rate and Taxes

- 5.1. Rate to be paid to the Successful Bidder shall be the rate offered by the Successful Bidder or as decided by the management, inclusive of all taxes and duties as applicable from time to time except service tax. No escalation in the rate will be permitted during the currency of the contract period.
- 5.2. Service Tax will be paid/adjusted/reimbursed to the Successful Bidder as per prevailing rates and rules as per Service tax 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 service tax amount separately in the invoice/bill after considering the abatement, if any.

6. Other details

- 6.1. Documents not properly filled, over-written or with arithmetical mistakes, delayed or generally not complying with the conditions are liable to be rejected.
- 6.2. Tender documents submitted by the Bidder(s) without furnishing the full particulars and/or documents as asked in tender documents or furnishing particulars or submitting tender documents without strictly adhering to the directions given herein shall be rejected.
- 6.3. The Bidder(s) shall upload the following documents/details online in Technical Bid section:
 - 6.3.1. Authorized signatory certificate of the company for the person signing the documents on letter head of the company

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- 6.3.2. Solvency Certificate (As per clause no. 9 of Section – V)
 - 6.3.3. Letter of Submission (As per Annexure – I)
 - 6.3.4. Details of Bidder (As per Annexure – II)
 - 6.3.5. Details of similar assignments with proof (As per Annexure – III)
 - 6.3.6. CV of experts to be deployed (As per Annexure-IV)
 - 6.3.7. Confirmation towards site visit (As per Annexure – V)
 - 6.4. The rates & quantities quoted in the tender by the Bidder(s) shall be in figure as well as in words. 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.
 - 6.5. 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 tenders, shall not be entertained under any circumstances. If the Bidder withdraws his tender after opening of the tender, but before the expiry of the validity period of the tender, the Earnest Money Deposit shall be forfeited.
 - 6.6. By submitting a tender for the project, the Bidder will be deemed to have satisfied himself that the rates quoted by him in the tender document will be adequate to complete such work according to the specifications and conditions attached hereto and it has taken into account all conditions and difficulties that may be encountered during its progress/execution. Any complaint in this regard after submission of tender shall not be entertained.
 - 6.7. Canvassing in any form is strictly prohibited and tenders submitted by the Bidder(s) who resort to canvassing, will be liable for rejection.
 - 6.8. Tender documents are not transferable.
 - 6.9. 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 tender submitted from the Tender Document available on the GMDC Website, the said tender shall be summarily rejected and the bidder shall have no liability whatsoever on the matter.
7. For any related clarifications please contact the following officer:

Shri P A Mathur

Dy. General Manager (Business Development)

7th Floor, Wing B, GMDC Limited,

Khanij Bhavan, 132 Ft. Ring Road,

University Ground, Vastrapur,

Ahmedabad – 380 052, Gujarat, India.

Phone: 079 – (D) 27910326, 27912164

Fax: 079 – 2791 2195/ 27910326 Email: bdcell@gmdcltd.com

**SPECIAL CONDITIONS OF CONTRACT SECTION – V****1. Definitions**

“**Client**” means the GMDC Limited (GMDC) which expression shall also include its legal successors and permitted assigns.

Client’s Representative:

The person named as the Client’s Representative/Authorized person as mentioned in the Agreement/LOI/Work order to operate the e-Tender.

“**Contract**” means the Work order / Agreement, the Letter of Acceptance, the Letter of Intent, with the conditions, the specifications, the drawings, the schedules and further documents (if any) which are listed in the Agreement or in the Letter of Acceptance or in the work order.

“**Bidder**” means the person, group or entity / who has participated in this tender process and has shown his willingness to perform the Services and which expression shall include his/their legal successors and permitted assigns

“**Contract Period**” shall mean the time between the Date of Commencement and end of Period of Completion as given in Agreement /work order.

i. “**Day**” means a calendar day

ii. “**Week**” means seven days starts from Monday and ends on Sunday as per calendar

iii. “**Month**” means a calendar month

iv. “**Year**” means 365 days

“**LTPA**” means Lakh Tonnes Per Annum

Confidential Information: Any professional advice or other information of a sensitive nature, whether or not specifically identified as confidential and any information about the Bidder(s), or their businesses, or their Clients gained during the currency of the Agreement that is not already in the public domain.

Services: The main scope of Successful Bidder shall be described in work order / agreement or, in Special Conditions of Contract.

Amendments: A change in scope of work, time of completion of job or such services and other technical or commercial terms.

2. Site Visit

- 2.1. The bidders are advised to visit the Rajparadi Mines and ascertain and satisfy themselves the site conditions, quality of Silica Sand, terrain, location, surroundings, climate, availability of power, water, applicable laws and regulations, and any other matter considered relevant by them for preparation of the TEFRR.



- 2.2. It is the responsibility of the Bidder to deploy competent personnel/experts in the respective fields for carrying out the assignment prior to submission of e-Tender.
- 2.3. There shall be no excuse from bidder side if bidder does not make site visit. The site visit by bidder is compulsory.
- 2.4. The information/details given in the tender 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 R K Das, 02645 -240185, email id: rajparadi@gmdcltd.com for site visit to Rajparadi Lignite Project.
- 2.5. Any neglect or failure on the part of the bidder in obtaining necessary and reliable information on the foregoing or any other matters affecting the contract shall not absolve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time, in strict accordance with the contract documents.
- 2.6. The bidder should give a declaration of site visit along with the technical bid in the prescribed format provided in the Annexure – V of tender document.

3. Scope of Work

The scope covers the following:

- 3.1. Reconnaissance survey and study of the proposed location for the beneficiation plant and other associated infrastructure facilities for the proposed beneficiation plant at Rajparadi, Gujarat.
- 3.2. Sample collection and quality analysis:
- 3.2.1. The average quality of Silica Sand available with GMDC at Rajparadi Project is given below:

Sr. No.	Parameters	Details
1	SiO ₂	81.23 – 96.10%
2	Al ₂ O ₃	1.69 – 6.34 %
3	Fe ₂ O ₃	0.57 – 4.05 %
4	TiO ₂	0.05 – 0.95 %
5	CaO	0.22 – 0.33 %
6	MgO	0.08 – 0.16 %
7	Na ₂ O	0.09 – 0.15 %
8	K ₂ O	0.20 – 0.28 %
9	LOI	0.45 – 6.39 %

3.2.2. GMDC requires the following quality of beneficiated Silica Sand:

Sr. No.	Parameters	Details
1	Grain Size	Less than 700 micron
2	SiO ₂	Greater than 98%
3	Al ₂ O ₃	Less than 0.8%

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GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

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4	Fe ₂ O ₃	Less than 100 ppm
5	TiO ₂	Less than 100 ppm

3.3. After collecting samples and studying the quality of silica sand available at Rajparddi mine, the Successful Bidder shall prepare and submit the Techno Economic Feasibility Report (TEFR) recommending to GMDC the various technologies that would be available for achieving the desired output quality/quantity, operating the plant and generating positive contribution.

3.4. The study will include the following:

3.4.1. Silica Sand Samples collection at Rajparddi, Gujarat

3.4.2. Analysis of samples collected at Rajparddi, Gujarat

3.4.3. Selection of the site, infrastructure and layout of beneficiation plant in consultation with GMDC Ltd

3.4.4. Selection of the technology

3.4.5. Identify various business models available to GMDC for plant erection and operation through suitable contractor

3.4.6. Financial Estimation (with backup budgetary offers) for the CAPEX proposed

3.4.7. Estimation of OPEX

3.4.8. Financial appraisal

3.4.9. Identify all the clearances and approvals, including Environmental Clearance, Environmental Management Plan, GPCB approvals etc, that GMDC needs to obtain for establishing the proposed plant. A tentative timeline and key activities for this shall be identified.

3.4.10. Prepare draft tender document and agreement for selection of contractor for setting-up the proposed plant as per the business model finally selected after consultation with GMDC. The format, structure and selection criteria for the tender process shall be decided after discussion with GMDC.

3.5. Any other job/activity, which is not specifically mentioned in the scope of work as described above or elsewhere in the tender documents but is required for preparation of the TEFR completeness of the subject work, shall also be included in scope of the Successful Bidder

4. Deliverables of Documents & Drawings

4.1. The report shall cover the following contents;

4.1.1. Executive summary & project at a glance with salient points

4.1.2. Site selection

4.1.3. Raw materials handling from takeover points and delivering products to designated area.

4.1.4. General layout & availability of land to set-up the project

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- 4.1.5. Preparation of project implementation schedule in the form of Bar Chart
- 4.1.6. Preparation of project estimates
- 4.1.7. Beneficiation technologies comparison and selection of technology for implementation
- 4.1.8. Civil work, steel structural work
- 4.1.9. Utilities, water supply facilities within defined battery limits
- 4.1.10. Power supply and distribution within defined battery limits
- 4.1.11. Broad Pollution control measures for the selected technology
- 4.1.12. List of major equipment
- 4.1.13. Construction schedule
- 4.1.14. Manpower planning
- 4.1.15. Capital cost & Pay back projections
- 4.1.16. Production cost
- 4.1.17. Various Business models available to GMDC for plant erection and operation
- 4.1.18. List of Major companies which may undertake the project as per the business model selected by GMDC
- 4.1.19. Economic Appraisal / financial analysis with sensitivity
- 4.1.20. Drawings (Overall layout, plot plan, single line diagram, process flow diagram, metal balance, etc.)
- 4.1.21. The Successful Bidder shall submit soft copies for project layouts in AutoCAD format, project timelines in MS Project format and project financial model in MS Excel format or any other software in consultation with GMDC.
- 4.2. Successful Bidder shall prepare reports in English language and in metric system. Successful Bidder will submit the report prepared by them in the number of copies mentioned as under:
 - 4.2.1. Draft Report: 2 copies as draft + soft copy
 - 4.2.2. Final Report: 6 copies as final + soft copy
 - 4.2.3. Presentation to GMDC, Ahmedabad
- 4.3. **Secrecy Clause:** 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 construction, maintenance and operation of the resultant plant. 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.

5. Time Schedule

Sr. No.	Particulars	Duration
1	Preparation & submission of draft report from the date of execution of agreement or letter of GMDC informing to start the work whichever is earlier.	12 weeks
2	Discussion with GMDC to furnish comments	4 weeks
3	Submission of final report on receipt of comments from GMDC	2 weeks

6. Terms of Payments

- 6.1. 15% of the lump sum fee is payable on submission of concept report after completion of visit to site for the scope of job, collection of data & relevant information.
- 6.2. 35% of the lump sum fee is payable after the submission of the draft report along with soft copies.
- 6.3. 25% of the lump sum fee is payable after giving clearance by GMDC subsequent to the discussions for submission of Final report.
- 6.4. Balance 25% of lump sum fee is payable on submission of the Final report along with soft copies, its acceptance by GMDC and presentation to GMDC management/board of Directors.

7. Corrigendum

- 7.1. Corrigendum if any shall be uploaded on <https://nprocure.com> only.
- 7.2. Please note that there is no provision to take out the list of bidder(s) downloading the tender document from the above referred the websites. As such bidders are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading bidder(s).
- 7.3. No separate intimation in respect of corrigendum will be sent to bidders who downloaded the tender document from the website as information in this respect will not be available to websites.

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8. Validity of offer

- 8.1. The bidder agrees that the rates submitted shall remain valid for acceptance for a period of 180 days from the date of opening of the tender and same may be extended as required by GMDC.
- 8.2. The bidders are advised to read the instruction, evaluation norms and other terms and conditions described in these documents under different sections carefully before making its offer.

9. Solvency Certificate

- 9.1. The bidder should upload latest Solvency Certificate for a value of Rs. Five lacs only issued from any Nationalized Bank or Banks approved by Govt. of Gujarat issued after 01 April 2015 as mentioned in Clause No. 6.2.1 of Section II of the Tender Document.

10. Consortium / Joint Venture

- 10.1. Consortium / Joint Venture with other bidder is not allowed

11. Declaration

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

12. Black-Listing of the Bidder

- 12.1. The Bidder or its directors should not have been black listed by any Government Organisation, nor should any litigation be pending against any of them. The bidder will submit declaration to this effect along with the technical bid. 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 forthwith without payment of any compensation and the EMD/SD will be forfeited.

13. Liquidated Damages

- 13.1. In case of failure on the part of the Successful Bidder(s) in targeted scope of work, a liquidated damage shall be levied on the Successful Bidder and shall be deducted from EMD/SD. However, no liquidated damage shall be imposed on the Successful Bidder in case of reasons not attributed to Successful Bidder subject to verification by Chief General Manager.
- 13.2. Liquidated damages shall be levied at the rate of 1% of total contract value for every one week delay from the schedule completion date. Liquidated damages shall not be levied for more than 10% of total contract value.



13.3. GMDC reserves the right to recover the charges or the liquidated damage from the Security Deposit in the following circumstances -

13.3.1. If the Successful Bidder or its employees causes any damage or destroy any property belonging to GMDC.

13.3.2. The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder recoveries to be made under the terms of this contract which is due but not paid by the bidder in full, etc.

14. Termination of the Contract

14.1. In case of 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 EMD/SD will be forfeited.

15. Sub-Letting of Contract

15.1. 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.

16. Disputes Resolution

16.1. 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 Tender 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 Tender and/or Agreement and/or LOI (a "Dispute") through good faith negotiations.

16.2. "All questions, disputes, differences and/or interpretation of Tender and/or Agreement and/or LOI whatsoever, which may at any time arise between the Successful bidder to this contract in connection with the contract or any matter arising out of or in relation hereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act., 1996. The venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English".

17. Jurisdiction

17.1. "Matter relating to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only".



18. Arbitration

18.1. All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the Consultant to this contract in connection with the contract or any matter arising out of or in relation hereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act., 1996. The venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.

19. Compliance of Statutes

19.1. 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's 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 amounts shall be recoverable from 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

- 20.1. 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.
- 20.2. 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 tender, 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.
- 20.3. If required for any reason, GMDC reserves the right to terminate, amend and/or alter the contract and/or bifurcate and/or reduce the contract work, at any time, without giving any notice to the Successful Bidder and without incurring any responsibility for such termination, modification and/or alteration and in such an event the Successful Bidder shall have to take away his labour, tools, tackles,

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machinery, equipment etc. and shall leave the site at once and fully comply with the instructions of GMDC.

21. Force Majeure

- 21.1. Force majeure is herein defined as natural phenomena such as floods, droughts, earthquakes and epidemics, declaration of war, change in Govt. policies relating to weighbridges installation, commissioning, operation and maintenance thereof, strikes, lockouts etc. In such conditions of force majeure, both the successful bidder and GMDC can claim a force majeure but they shall be obliged to inform the either party within 10 days in writing on the date of commencing and again ending of the force majeure.
- 21.2. 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.
- 21.3. The decision regarding the occurrence of force majeure to be considered shall be decided jointly.

22. Safety

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

23. Confidentiality

- 23.1. 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.

24. Severability

- 24.1. 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 hereto and they shall remain binding on the PARTIES hereto.

25. Change in law

- 25.1. 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

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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 amendment as mentioned above.

- 25.2. 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.
- 25.3. 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.

26. Handling of Documents

- 26.1. 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.
- 26.2. 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.
- 26.3. 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.

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**OTHER TERMS & CONDITIONS****SECTION – VI**

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 tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, the tender 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 tender.
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 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.

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INFORMATION REGARDING ONLINE TENDERING SECTION – VII

1. Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gmdcltd.com and <https://www.gmdc.nprocure.com>
2. Price bid should be submitted online through the website <https://www.gmdc.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished online only. Also no fax, e-mail, letters will be entertained for the same.
3. 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.
4. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:
 - a. (n)Procure Cell
 - b. (n)Code solutions A division of GNFC
 - c. 403, GNFC Info-Tower, Bodakdev,
 - d. Ahmedabad- 380 054 (India)
 - e. Tel : +91 26857316/17/18 Fax : +91 79 26857321
 - f. Toll Free : 1800-233-1010
 - g. E-mail: nprocure@gnvfc.net
5. Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
6. 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.
7. (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.
8. All the bidders who have no facility to participate in online tenders are requested to contact (n)code solutions for the same.
9. 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., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
10. 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

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LETTER OF SUBMISSION

ANNEXURE – I

To,
The Chief General Manager
Gujarat Mineral Development Corporation Limited
6th Floor, Wing A, GMDC Limited,
Khanij Bhavan, 132 Ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad – 380 052, Gujarat, India

Dear Sir,

Sub: Submission of Offer against e-Tender Reference No.

I/We hereby offer to carry out the work detailed in the e-Tender 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-Tender documents upon terms and conditions contained or referred to therein without any conditional offer.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) and Tender processing fee as per details furnished in the e-Tender document.

Authorized Representative of e-Tender:

Name:

Address:

Signature:

Place:

Date:

**DETAILS OF THE BIDDER****ANNEXURE – II**

Sr. No.	Particulars	Details
1	Name	
2	Address	
3	Contact No.	
4	Email Id	
5	Fax	
6	Website	
7	Year of Establishment	
8	Man-power (HR/Professional), on role	
9	CIN	
10	Bank – Name & Branch	
11	Bank – Account Number	

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**SIMILAR ASSIGNMENTS*****ANNEXURE – III**

Sr. No.	Project Name	Mineral Associated	Date of Award	Duration in months	Project cost in Lakh Rs.	Current Status of the Project	Details of the Project
1							
2							
3							
4							

***Important Note:** Bidder is requested to submit all the relevant documents (including work order and work completion certificate) for the same

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**ANNEXURE – IV****CV FORMAT FOR EXPERTS****(TO BE ENGAGED AT GMDC'S CONCERNED PROJECT)**

Sr. No.	Particulars	Details
1	Name	
2	Address	
3	Contact No.	
4	Email	
5	Qualification (Highest qualification to SSC with percentage, passing year and University)	
6	similar assignments in detail (Projects undertaken, project duration, Roles & responsibilities etc.)	
7	Employment record (company, designation, duration, year)	

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CONFIRMATION TOWARDS SITE VISIT ANNEXURE – V

To,
The Chief General Manager
 Gujarat Mineral Development Corporation Limited
 6th Floor, Wing A, GMDC Limited,
 Khanij Bhavan, 132 Ft. Ring Road,
 University Ground, Vastrapur,
 Ahmedabad – 380 052, Gujarat, India

Dear Sir,

Sub: Confirmation towards site visit against e-Tender Reference No.

I/We hereby confirm that I/We have visited GMDC Rajpardi Mine on / /2015 and ready to carry out the work detailed in the e-Tender Specification issued by Gujarat Mineral Development Corporation Limited, Ahmedabad in accordance with the terms and conditions thereof.

Authorized Representative of e-Tender	
Name	
Address	
Signature with date	
GMDC official at Rajpardi Mine	
Name	
Address	
Signature with date	

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**ANNEXURE - VI****CONTRACT AGREEMENT FORM ON A NON JUDICIAL STAMP PAPER OF Rs.
100/- TO BE FURNISHED BY SUCCESSFUL BIDDER****DRAFT OF AGREEMENT WITH SUCCESSFUL BIDDER**

THIS AGREEMENT is made on ____day of _____, 2015 between **GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**, a company registered under the Companies Act, 1956 having its registered office at Khanij Bhavan, 132 Ring Road, University Ground, Ahmedabad-380052 hereinafter to be referred as 'GMDC' (Which expression shall unless it repugnant to the context or meaning thereof means and includes its successors and assignees) of the one part

AND

_____ (**Name of Successful Bidder**), having its registered office at _____ (Address of Successful Bidder) hereinafter referred to as 'Consultant' (Which expression shall unless it to be repugnant to the context or meaning thereof and includes their successors and assignees) of the second part:

WHEREAS GMDC is interested in engaging a Consultant who would prepare Techno Economic Feasibility Report and carry out other activities as per the Scope of Work mentioned in the Tender and Agreement for setting up of 2 LTPA (output) Silica Sand Beneficiation Plant at Rajparadi, Dist. Bharuch, Gujarat, India.

AND WHEREAS the party on the second part are desirous of being engaged as the Consultant for Preparation of Techno Economic Feasibility Report and carry out other activities as per the Scope of Work mentioned in the Tender and Agreement for setting up of 2 LTPA (output) Silica Sand Beneficiation Plant at Rajparadi, Dist. Bharuch, Gujarat, India and **WHEREAS** the GMDC has engage _____ (Name of Successful Bidder) to undertake and perform the duties hereinafter mentioned.

AND WHEREAS the parties have witnessed as under:

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1. SCOPE OF WORK

The scope covers the following:

1.1 Reconnaissance survey and study of the proposed location for the beneficiation plant and other associated infrastructure facilities for the proposed beneficiation plant at Rajparddi, Gujarat.

1.2 Sample collection and quality analysis:

1.2.1 The average quality of Silica Sand available with GMDC at Rajparddi Project is given below:

Sr. No.	Parameters	Details
1	SiO ₂	81.23 – 96.10%
2	Al ₂ O ₃	1.69 – 6.34 %
3	Fe ₂ O ₃	0.57 – 4.05 %
4	TiO ₂	0.05 – 0.95 %
5	CaO	0.22 – 0.33 %
6	MgO	0.08 – 0.16 %
7	Na ₂ O	0.09 – 0.15 %
8	K ₂ O	0.20 – 0.28 %
9	LOI	0.45 – 6.39 %

1.2.2 GMDC requires the following quality of beneficiated Silica Sand:

Sr. No.	Parameters	Details
1	Grain Size	Less than 700 micron
2	SiO ₂	Greater than 98%
3	Al ₂ O ₃	Less than 0.8%
4	Fe ₂ O ₃	Less than 100 ppm
5	TiO ₂	Less than 100 ppm

1.3 After collecting samples and studying the quality of silica sand available at Rajparddi mine, the Consultant shall prepare and submit the Techno Economic Feasibility Report (TEFR) recommending to GMDC the various technologies that would be available for achieving the desired output quality/quantity, operating the plant and generating positive contribution.

1.4 The study will include the following:

1.4.1 Silica Sand Samples collection at Rajparddi, Gujarat

1.4.2 Analysis of samples collected at Rajparddi, Gujarat

1.4.3 Selection of the site, infrastructure and layout of beneficiation plant in consultation with GMDC Ltd

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- 1.4.4 Selection of the technology
 - 1.4.5 Identify various business models available to GMDC for plant erection and operation through suitable contractor
 - 1.4.6 Financial Estimation (with backup budgetary offers) for the CAPEX proposed
 - 1.4.7 Estimation of OPEX
 - 1.4.8 Financial appraisal
 - 1.4.9 Identify all the clearances and approvals, including Environmental Clearance, Environmental Management Plan, GPCB approvals etc that GMDC needs to obtain for establishing the proposed plant. A tentative timeline and key activities for this shall be identified.
 - 1.4.10 Prepare draft tender document and agreement for selection of contractor for setting-up the proposed plant as per the business model finally selected after consultation with GMDC. The format, structure and selection criteria for the tender process shall be decided after discussion with GMDC.
- 1.5 Any other job/activity, which is not specifically mentioned in the scope of work as described above or elsewhere in the tender documents but is required for preparation of the TEFR completeness of the subject work, shall also be included in scope of the Successful Bidder

2. DEFINITIONS

For the purpose of this Contract, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

“**Client**” means the GMDC Limited (GMDC) which expression shall also include its legal successors and permitted assigns.

Client’s Representative: The person named as the Client’s Representative/Authorized person as mentioned in the Agreement/LOI/Work order to operate the e-Tender.

“**Contract**” means the Work order / Agreement, the Letter of Acceptance, the Letter of Intent, with the conditions, the specifications, the drawings, the schedules and further documents (if any) which are listed in the Agreement or in the Letter of Acceptance or in the work order.

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“**Consultant**” means the person or group named in the Contract who has to perform the Services and which expression shall include his/their legal successors and permitted assigns

“**Contract Period**” shall mean the time between the Date of Commencement and end of Period of Completion as given in Agreement /work order.

- i. “**Day**” means a calendar day
- ii. “**Week**” means seven days starts from Monday and ends on Sunday as per calendar
- iii. “**Month**” means a calendar month
- iv. “**Year**” means 365 days

“**LTPA**” means Lakh Tonnes Per Annum

Confidential Information: Any professional advice or other information of a sensitive nature, whether or not specifically identified as confidential and any information about the Consultant, or their businesses, or their Clients gained during the currency of the Agreement that is not already in the public domain.

Services: The main scope of consultancy services shall be described in work order / agreement or, in Special Conditions of Contract.

Amendments: A change in scope of work, time of completion of job or such services and other technical or commercial terms.

3. INTERPRETATIONS

3.1 The titles and headings in this CONTRACT are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this CONTRACT. The singular includes the plural; the masculine includes the feminine and vice-versa where the context requires.

4. SITE VISIT

4.1 The Consultant is under an obligation to visit the Rajpardi Mines and ascertain and satisfy themselves the site conditions, quality of Silica Sand, terrain, location, surroundings, climate, availability of power, water, applicable laws and regulations, and any other matter considered relevant by them for preparation of the TEFR.

4.2 It is the responsibility of the Consultant to deploy competent personnel/experts in the respective fields for carrying out the assignment.

4.3 There shall be no excuse from Consultant side if Consultant does not make site visit. The site visit by Consultant is compulsory.

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4.4 Any neglect or failure on the part of the Consultant in obtaining necessary and reliable information on the foregoing or any other matters affecting the contract shall not absolve him from any risks or liabilities or the entire responsibility from the completion of the works at the scheduled rates and time, in strict accordance with the contract documents.

5. DELIVERABLES OF DRAWINGS AND DOCUMENTS

The report shall cover the following contents;

- 5.1 Executive summary & project at a glance with salient points
- 5.2 Site selection
- 5.3 Raw materials handling from takeover points and delivering products to designated area.
- 5.4 General layout & availability of land to set-up the project
- 5.5 Preparation of project implementation schedule in the form of Bar Chart
- 5.6 Preparation of project estimates
- 5.7 Beneficiation technologies comparison and selection of technology for implementation
- 5.8 Civil work, steel structural work
- 5.9 Utilities, water supply facilities within defined battery limits
- 5.10 Power supply and distribution within defined battery limits
- 5.11 Broad Pollution control measures for the selected technology
- 5.12 List of major equipment
- 5.13 Construction schedule
- 5.14 Manpower planning
- 5.15 Capital cost & Pay back projections
- 5.16 Production cost
- 5.17 Various Business models available to GMDC for plant erection and operation
- 5.18 List of Major companies which may undertake the project as per the business model selected by GMDC
- 5.19 Economic Appraisal / financial analysis with sensitivity
- 5.20 Drawings (Overall layout, plot plan, single line diagram, process flow diagram, metal balance, etc.)
- 5.21 The Consultant shall submit soft copies for project layouts in AutoCAD format, project timelines in MS Project format and project financial model in MS Excel format or any other software in consultation with GMDC.

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- 5.22 The Consultant shall prepare reports in English language and in metric system. Consultant will submit the report prepared by them in the number of copies mentioned as under:
- i. Draft Report: 2 copies as draft + 1 soft copy
 - ii. Final Report: 6 copies as final + 1 soft copy
 - iii. Presentation to GMDC, Ahmedabad
- 5.23 The GMDC retains copyright of all the documents prepared by Consultant. All drawings, designs and specifications including transparencies prepared by Consultant shall be used by the GMDC only for the purpose of construction, operation and maintenance of the PROJECT. GMDC need not obtain the Consultant's permission to copy for such use.
- 5.24 If any designs, detailed drawings and or specifications prepared by the Consultant are found defective then it will be the duty of the Consultant to revise such designs, detailed drawings and or specifications at its own cost. The Consultant will have to periodically check and inspect the records of materials tests and other tests required for the subjected work.

6. GUARANTEES AND LIABILITIES

- 6.1 The Consultant guarantees that the SERVICES as specified and or described under the scope of Consultant in this CONTRACT, and technical documents to be developed by the Consultant shall be in accordance with sound and established practice, using Indian Codes, Regulations and International Standards wherever applicable, for the purposes specified, free from defects and suitable for respective uses intended.
- 6.2 The Consultant shall be liable to GMDC for the performance of the SERVICES in accordance with the provisions of this CONTRACT and for the loss suffered by the GMDC as a result of default of the Consultant in such performance.
- 6.3 The Consultant will be responsible for soundness of the construction in respect of correctness of structural designs. In case, any damage occurs or is likely to occur due to defective designs, the GMDC will be entitled to recover the same from the Consultant through recovery from the fees payable. The Consultant will also be jointly responsible with the Contractor 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 Consultant under this PROJECT. The Consultant will also be responsible for any ambiguity in the specifications and or Description of the items for which GMDC suffers financial losses.

7. TIME SCHEDULE

Sr. No.	Particulars	Duration
1	Preparation & submission of draft report from the date	12 weeks

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	of execution of agreement or letter of GMDC informing to start the work whichever is earlier.	
2	Discussion with GMDC to furnish comments	4 weeks
3	Submission of final report on receipt of comments from GMDC	2 weeks

8. SECURITY DEPOSIT

The Consultant shall pay security deposit (SD) @ 5% of the total contract value in the following manner.

- 8.1 5% of the total contract value (including EMD) before the commencement of the contract work in form of a Crossed Demand Draft in favour of Gujarat Mineral Development Corporation Ltd. payable at Ahmedabad or a Bank Guarantee, from banks approved by Govt. of Gujarat from time to time except Co-operative Bank having validity for the minimum period of three years in the form and manner acceptable to the GMDC.
- 8.2 In case of Bank Guarantee, before one months of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should be made valid till six months after expiry of contract period.
- 8.3 However, if the amount of the total work done exceeds the total contract value, deduction against SD will be continued @ 5% of the bill amount, till the currency of the contract period / extended period, to match with the value of excess quantity.
- 8.4 GMDC will not pay any interest on Security Deposit
- 8.5 SD shall be refunded to the Consultant, within a period of 90 days after satisfactory completion of the work.
- 8.6 The SD will be forfeited if the Consultant fails to start the work at site within 10 days from the date of acceptance of LOI.

9. PROFESSIONAL FEES

To Be Mentioned After Finalisation of Successful Bidder.

10. TERMS OF PAYMENT

- 10.1 15% of the lump sum fee is payable on submission of concept report after completion of visit to site for the scope of job, collection of data & relevant information.

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- 10.2 35% of the lump sum fee is payable after the submission of the draft report along with soft copies.
- 10.3 25% of the lump sum fee is payable after giving clearance by GMDC subsequent to the discussions for submission of Final report.
- 10.4 Balance 25% of lump sum fee is payable on submission of the Final report along with soft copies, its acceptance by GMDC and presentation to GMDC.

11. SERVICE TAX

- 11.1 Service Tax will be paid/adjusted/reimbursed to the Consultant as per prevailing rates and rules as per Service tax act to the extent directly related to the services rendered by the Consultant under the said contract subject to production of documentary proof and Consultant will mention the service tax amount separately in the invoice/bill after considering the abatement, if any.

12. GOVERNMENT LEVIES

- 12.1 The Consultant remuneration shall be exclusive of statutory levies imposed by Government of India, such as Service Tax, etc. as applicable on Consultant from time to time. Wherever applicable, the same shall be charged at actual.

13. CONSORTIUM/ JOINT VENTURE

- 13.1 Consortium / Joint Venture with other Consultant is not allowed

14. LIQUIDATED DAMAGES

- 14.1 In case of failure on the part of the Consultant in targeted quality, a liquidated damage shall be levied on the Consultant and shall be deducted from EMD/SD. However, no liquidated damage shall be imposed on the Consultant in case of reasons not attributed to Consultant subject to verification by Chief General Manager.
- 14.2 Liquidated damages shall be levied at the rate of 1% of total contract value for every one week delay from the schedule completion date. Liquidated damages shall not be levied for more than 10% of total contract value.
- 14.3 GMDC reserves the right to recover the charges or the liquidated damage from the Security Deposit in the following circumstances -
- If the Consultant 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 Consultant or recoveries to be made under the terms of this contract which is due but not paid by the Consultant in toto, etc.

15. TERMINATION OF CONTRACT

- 15.1 In case of Consultant found in any offensive act or inappropriate act which is causing loss/damage to the GMDC or violating the code of conduct, GMDC

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reserves the right to terminate the contract with immediate effect, Consultant will be blacklisted and the EMD/SD will be forfeited.

16. SUB LETTING OF CONTRACT

16.1 The whole of the work included in the contract shall be executed only by the Consultant alone and the Consultant 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 Consultant.

17. DISPUTE RESOLUTION

17.1 The Consultant shall endeavour, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Consultant to this Agreement (a "Dispute") through good faith negotiations.

18. JURISDICTION

18.1 Matter relating to any dispute or difference arising out of this agreement shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only.

19. ARBITRATION

19.1 All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the Consultant to this contract in connection with the contract or any matter arising out of or in relation hereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act., 1996. The venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.

20. COMPLIANCE OF STATUTES

20.1 The Consultant 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 Workmen's 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 amounts shall be recoverable from the Consultant. Any consequences arising out of non-compliance of Safety Provisions will be at risk and cost of the Consultant. The Consultant shall maintain all the statutory registers under the above Acts and Regulations and shall submit the same on demand by GMDC Management.

21. NON FULFILLMENT OF TERMS AND CONDITIONS OF CONTRACT

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- 21.1 If the Consultant 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 Consultant.
- 21.2 In case of any change in the directives / rules of the Central / State Government related involving directly or indirectly the work awarded to the Consultant under this agreement, the same shall have to be strictly adhered to and shall be binding upon the Consultant. GMDC will not be responsible for any compensation for any damages suffered by the Consultant due to such changes.
- 21.3 If required for any reason, GMDC reserves the right to 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 Consultant and without incurring any responsibility for such termination, modification and/or alteration and in such an event the Consultant 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.

22. FORCE MAJEURE

- 22.1 Force majeure is herein defined as natural phenomena such as floods, droughts, earthquakes and epidemics, declaration of war, change in Govt. policies etc. In such conditions of force majeure, either party can claim a force majeure but they shall be obliged to inform the either party within 10 days in writing on the date of commencing and again ending of the force majeure.
- 22.2 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.
- 22.3 The decision regarding the occurrence of force majeure to be considered shall be decided jointly.

23. SAFETY

- 23.1 The consultant shall comply safety regulations as per statutory requirements under the relevant Acts.

24. CONFIDENTIALITY

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

25. SEVERABILITY

- 25.1 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 hereto and they shall remain binding on the PARTIES hereto.

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26. CHANGE IN LAW

- 26.1 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 CONSULTANT 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 amendment as mentioned above.
- 26.2 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 CONSULTANT shall pass on the benefits of such reduced cost, taxes or duties to the GMDC.
- 26.3 Notwithstanding the above-mentioned provisions, the GMDC shall not bear any liability in respect of (1) Personal Taxes on the employees of the CONSULTANT and the employees of all its SUB-Consultant (2) Corporate taxes in respect of the CONSULTANT and its Sub-Consultant.

27. HANDLING OF DOCUMENTS

- 27.1 All documents prepared in connection with this work and to be provided by Consultant 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.
- 27.2 Consultant 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.
- 27.3 The Consultant 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.

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

For and on behalf of
GUJARAT MINERAL
DEVELOPMENT CORPORATION LIMITED

For and on behalf of
CONSULTANTS

Authorized Signatory

Authorized Signatory

WITNESS
(Name and Signature)

WITNESS
(Name and Signature)

**FORMAT FOR PRICE BID****FORM – A****(To be submitted online)**

GMDC proposes to award the Work for Preparation of Techno Economic Feasibility Report for setting up of 2 LTPA (output) Silica Sand Beneficiation Plant at Rajpardi, Dist. Bharuch, Gujarat, India.

Bidders are requested to quote their Rate inclusive of all taxes except Service Tax, as under:

Sr. No.	Description of Work	Rate in Rs.
1	Preparation of Techno Economic Feasibility Report for setting up of 2 LTPA (output) Silica Sand Beneficiation Plant at Rajpardi, Dist. Bharuch, Gujarat, India	

Total amount in words:

(Rupees.....)

Name of the Bidder:

Address of the Bidder:

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