

# Towards fueling a sustainable environment



Request for Proposal for

**Feasibility Study on producing  
Blue Hydrogen and other downstream  
products from Gasification of Lignite**

Tender No: iCEM/01/23-24

Jan 11, 2024



## DISCLAIMER

This RFP is being issued by International Center of Excellence in Mining Safety & Automation (iCEM) (hereunder called “the Employer”/ “iCEM”) to the Bidders/Technical service providers interested in undertaking Feasibility Study on Producing Hydrogen and other downstream products from Gasification of Lignite.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, iCEM does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any other reference document mentioned, implied or referred herein. This RFP may not be appropriate for all persons. It is not possible for iCEM to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary, obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of iCEM any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. iCEM and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

iCEM may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. iCEM reserves the right not to proceed with the project, 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 Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by iCEM or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.



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## DEFINITIONS

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. **“iCEM”/the Employer/Authority** shall mean the International Center of Excellence in Mining Safety & Automation (iCEM) or, in certain cases, Gujarat Mineral Development Corporation Ltd (GMDC) as the context may require or admit.
2. **“Bidder”** shall mean any registered firm or body corporate which is eligible as per this RFP and submits a Bid to provide Consultancy Services to ICEM along with Bid Security or a foreign firm registered under equivalent laws abroad and which has the approvals and permissions required under law to conduct business in India and which submits the bid including paying the RFP Fees and EMD as per the terms of this RFP within the stipulated time.
3. **“Bid/Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in Clause 1.6 of SECTION III
5. **“Service Provider/Consultant”** shall mean the successful Bidder who is selected by iCEM as per the process outlined in this RFP Document for assisting iCEM in lignite gasification study as per the Terms of Reference specified in this RFP.
6. **“Consultancy Agreement/Agreement/Contract”** is the agreement to be entered into between the Employer and the Service Provider comprising of all terms and conditions stated in this RFP.
7. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in this RFP captioned. A Consortium is not permitted to participate under the terms of this RFP.
8. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION III.
9. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION III.
10. **“Consultancy Fees /Fees/Service Charges”** shall mean the charges payable by iCEM for the Consultancy Services rendered by the Service Provider.
11. **“Composite Score”** shall mean score obtained by Service Provider as per the formula provided in clause 5.4.
12. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION III
13. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION III
14. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 1.2.5 of SECTION III.
15. **Financial Score** shall mean score obtained by the Service Provider as per the formula provided in clause 5.3 of SECTION III.
16. **Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION III.

17. **“Parties”** means the parties to the Consultancy Agreement and **“Party”** means either of them, as the context may admit or require.
18. **“Preferred Bidder”** shall have a meaning specified in clause 6.4 (ii) of RFP SECTION III.
19. **“Successful Bidder”** means the Preferred Bidder selected in terms hereof and to whom iCEM shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.
20. **“Terms of Reference/Scope /Consultancy Work”** means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the Service Provider is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION II of RFP.
21. **Technical Score** shall mean score obtained by Service Provider as per the Technical Score system provided in clause 0 of RFP SECTION III.
22. **“Third Party”** means any Person other than iCEM and the Service Provider.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.



## SECTION I: BACKGROUND

iCEM (International Center of Excellence in Mining) is an autonomous institution established by the Government of Gujarat under the auspices of the Gujarat Mineral Development Corporation Ltd. (GMDC). With a vision to be India's leading institute for enabling sustainable mining, iCEM aims to catalyse growth of the mining sector, helping it become more efficient, safe and sustainable. Recognizing the global shift towards critical minerals, sustainable mining, net zero goal, and digitalization, iCEM operates at the intersection of innovation, sustainability, and collaboration. It adopts a comprehensive approach that encompasses capacity building, developing knowledge resources, curating best-in-class technologies, incubating breakthrough innovations, and forging strategic collaborations with reputed national and international organizations. iCEM deploys its expertise pan-India, across its focus areas of Water, Earth and the Environment, Energy, and Digitalization.

GMDC is a leading Public Sector Mining and Minerals Company of Gujarat with operational experience of over 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.

The company is planning to significantly expand its annual lignite production from about 8 mtpa to 15-18 mtpa in the next 5 years by opening and operationalizing new lignite mines in Gujarat (in both the Kutch region and in south Gujarat). Additionally, the company has acquired 2 coal mines namely Burapahar block and the Baitarani (West) block in Odisha through commercial mine auctions by the Ministry of Coal, Govt. of India which it is in the process of developing.

As part of its business diversification and growth strategy, GMDC plans to explore the possibility of lignite and coal gasification to cater to different downstream sectors. The envisaged gasification project(s) will serve as a beachhead for the germination and growth of the nascent coal gasification sector in India and will dovetail with the Hon'ble Prime Minister's vision of coal gasification being an important pathway for ensuring the energy, food and materials security for India and decreasing the import dependence on energy and chemical commodities.

In order to take decisions on investment and diversification, GMDC intends to understand the production feasibility and techno-economics of the envisaged gasification projects and opportunities for commercialization of its downstream chemicals. GMDC has entrusted this work to iCEM, which intends to commission a Feasibility Study for the envisaged projects. Two separate Feasibility Studies will be undertaken for two gasification projects:

- a) Lignite gasification project in Bhavnagar and South Gujarat
- b) Coal gasification project in Odisha

Before the detailed scope under this RFP is laid out, the basic premises and assumptions regarding the proposed study are mentioned below to provide clarity to the Service Provider:

**Lignite:** This RFP invites proposal from prospective service providers/consultants for primarily the techno-commercial viability of surface lignite gasification and its downstream products, but detailed comments are expected on potential for underground gasification of lignite, and inputs from this study will form a backdrop for the next coal gasification study/project.

**Site selection:** The Service Provider will need to consider the pit head lignite mine locations in Bhavnagar and in South Gujarat as the potential sites for lignite gasification. It must also be borne

in mind that GMDC's Odisha coal mines will become potential sites for coal gasification in the future and ultimately this study will form a backdrop for the coal gasification related project in Odisha.

**Market Study:** This forms a very important part of the study – the market for the SynGas derived downstream products of gasification. While there is greater focus on the domestic market, particularly regional markets in the vicinity, it is expected that supply and pricing power of current international suppliers of these downstream products will be clearly and seriously addressed as well as the potential for accessing international markets.

**Technology licensor information:** The assessment and evaluation of various technology options shall be based on in-house information available with the Service Provider, information obtained from technology suppliers and information available in the public domain. These choices will be based on geological data that the Employer will provide. For this study, serious geological investigations are not expected from the Service Provider. The Intellectual Property Rights for any newly developed technology /process during the study, if any, shall rest with the Employer as per the IP clause in the Draft Agreement.

In case any consideration needs to be paid to the technology licensors for obtaining such information, particularly for closely held technologies, the same shall be borne by the Employer – however, the need for acquiring such information would need to be clearly justified by the Service Provider and written consent received from the Employer.



## SECTION II: TERMS OF REFERENCE/SCOPE OF WORK

Gasification of coal and lignite is a known science, what is not clear however, is the commercial benefit from downstream products of gasification and whether they justify the expense of gasification. Therefore, the scope of this study in the truest sense is techno-commercial – a business justification is sought to be established for investing in the technology of gasification – surface and / or underground.

In some locations our mines are co-located with demand for downstream products, in some cases, not. Therefore, transportation of an intermediate product might be called for. As an example, SynGas conversion to methanol or ammonia at the pit head to be examined.

The Scope is divided into four parts as described below in the context of GMDC's lignite mining sites at Bhavnagar and South Gujarat. Details for each part are mentioned below.

### **Part 1: Establishing the Technical feasibility of production of Syn gas from gasification of lignite for GMDC**

This first part will aim to establish the technical potential for gasification of lignite at the GMDC mines. It will involve the following

- Review and assessment of given lignite mining sites and developing an understanding regarding production, composition of output and other data.
- Analysis of the site data as shared by the Employer along with site visit
- Assessment of potential for syngas production from surface lignite. The Service provider may have to undertake some tests if so required with prior approval of the Employer at the Service Providers Cost.
- Identification of technological feasibility of surface lignite gasification at the given sites and broad production processes for syn gas and downstream products and optimal project configurations.
- Specific, range of numbers to be provided for estimated conversion of lignite to SynGas, including its calorific value and other mixed gasses in it
- Specific numbers to be provided for the conversion of this SynGas into its downstream products including, but not limited to the following downstream products of SynGas – Blue Hydrogen (with CCUS – carbon capture use and storage), Ammonia and downstream, Methanol and downstream, other feasible products
- Potential vendors and technology partners for chosen technology for gasification as well as the downstream products to be identified
- Estimates of the capital as well as operational costs of the chosen technology options to be provided

A positive outcome of this part will allow proceeding to the next stage of options analysis.



## Part 2: Techno-commercial Options Analysis

This part includes technology options assessment, market situation and demand-supply scenario of downstream products, techno-economics & cost competitiveness of different products, high-level business model and financing options. The details for the same are mentioned below:

- The service provider shall undertake a market study, focusing on the regional market for downstream products of lignite gasification. The market study shall cover:
  - Products to be analyzed will include, but not be limited to the following downstream products of SynGas – Blue Hydrogen (with CCUS – carbon capture, use and storage), Ammonia and downstream, Methanol and downstream, other feasible products
  - Regional demand-supply outlook for the identified products, which shall include the historical and projected (up to 2030) production & consumption, demand-supply outlook, outlook for imports & exports, key countries from which imports originate and production routes
  - Current production, capacity growth plan, and process route of key potential buyer of downstream products
  - Identifying key customers in each region, both for downstream products and for syngas
  - Break-up of imports to India, with source and trends – identifying the major countries and companies; export trends and destinations
  - Feedback based on actual conversations with potential customers to be used as input for demand projection and business viability
  - Cost competitiveness of production from lignite/coal gasification, vis-à-vis the conventional natural gas or coal-based production
  - View on commercial scale capacities across the world across various production routes
  - Analysis of likely pricing based on either available market prices (for the traded commodity chemicals) or derived pricing based on substitution (for hydrogen, syngas etc.) should include sensitivity analysis based on global price fluctuations and must comment on pricing power wielded by existing suppliers – domestic or international
  - Recommendation of the optimal product mix for each site based on the market opportunity, demand-supply scenario, policy & regulatory scenario, production cost competitiveness of gasification vs. other routes, threat of imports, opportunities for offtake
- The service provider shall analyze the lignite and coal quality to be considered based on the data and information provided by iCEM/GMDC and shall undertake analysis of the impact on gasification design, operations, and economics.
- The service provider shall also provide a brief description and detailed comparison of the proposed technologies, including relevant reference projects.
- The service provider shall undertake a site selection study to evaluate the best possible mine head location for the coal gasification project of South Gujarat.
- The service provider will furnish site suggestions alongside a comparative analysis of the project's relative technological and economic aspects with advantages and disadvantages regarding lignite quality and quantity, the availability of external logistics for the receipt of



lignite & coal and dispatch of finished products, proximity to potential markets & off takers, water availability, electrical infrastructure availability of each identified/suggested sites.

- The service provider shall create 2-3 alternate options/configurations based on the market study for the project. These project configurations shall be based on the market demand, the minimum commercial scale of operations of the chemical units, likely production cost based on the gasification route and competitiveness with other producers in India/imports.
- The service provider shall also develop preliminary material balance, utility summary and plot requirement for the different options, along with the preliminary capital and operating cost estimates. These shall be based on reference data of similar projects and studies undertaken as part of the market research.
- The service provider shall undertake assessment of the total capital cost and funds required for the project, and identify potential sources of low-cost climate change funding and financing of the project. This shall be aligned with the business model, encompassing both debt and equity sources. This shall also include equity participation from potential off takers of technology providers, as well as debt financing from project finance loans, development finance loans, as well as international climate focused and thematic funds.
- The service provider shall assist iCEM to choose one project configuration option upon undertaking the comparison of different options, based on capital & operating costs, EBITDA & return on investment, technical & market risks, cash flow certainty, potential for offtake.
- The service provider shall undertake a similar study on Carbon capture, its storage, and its reuse. The service provider shall also provide suggestions/recommendation on the possibility of carbon credits / other revenue generation opportunity from this source to iCEM.
- A clear analysis of the options must be shown using different evaluation criteria including both technical and financial.
- The report of Parts 1 and 2 is expected to clearly bring out the business viability, or otherwise, of gasifying lignite and selling its downstream products
- The Part 2 report will be prepared by the service provider with all the above undertaken-mentioned work details and shall be submitted to the Employer for approval.

Depending on the outcome for Part 2, the go ahead for Part 3 may be given by the employer.

### **Part 3: Detailed Feasibility Study**

Upon receiving the approval on the final option to be considered for surface lignite gasification project from the employer, service provider may be commissioned to undertake detailed Feasibility Study preparation. This part will include detailing of broad assessments made earlier and also detailed designing. It may include technical assessment & design, capacity sizing, project phasing, capital expenditure and operational expenditure, project financial analysis, utility & logistics requirements, layout, environmental impact, implementation schedule, and risk analysis. The details for the same are mentioned below:

- The service provider shall undertake technical assessment and conceptual design of the chosen option which shall include:
  - Review and characterization of the available lignite and coal quality



- Assessment and evaluation of various technology options – depending on the feedstock availability, syngas requirements for the production of the envisaged downstream chemicals, review the commercially available gasification and conversion technologies for optimal fit with the project requirements. This shall be based on the service provider's secondary research activity.
- Qualitative SWOT analysis of different technologies and licensors, and selection of the most optimal technologies for the project. Suggest suitable gasifier technology based on proposed end products and syngas quality requirements.
- Balance of plant facilities required and overall integration into the project configuration
- Required facilities for gas conditioning and treatment, acid gas removal and treatment based on the requirement of downstream facilities.
- The service provider shall develop integrated project architecture across the gasification, gas conditioning, chemical and BoP units, including capacity sizing of different units and shall list & brief specifications of the major equipment. The phasing of the project capacities shall be decided in consultation with the iCEM team.
- The service provider shall also develop heat and mass balance of different units, along with power, water and utility balance, project infrastructure and plot plan requirements and development of the overall plant layout.
- The service provider shall develop the conceptual flow sheet for integrated project architecture, comprising the gasification island, gas conditioning facilities and downstream chemical units.
- The service provider shall prepare estimates for the capacity and size of production units required, and provide details with respect to scope of envisaged facilities, process performance characteristics, Heat & mass balance, PFDs and detailed list of Technology suppliers.
- The service provider shall provide brief description of each selected process and facilities proposed under each process unit. Also, determination at the unit-wise level shall include: material balance, water balance, covering inputs and outputs, utility requirements (power, water, catalyst, chemicals), unit-wise effluents & their treatment/disposition, off-specification product streams, waste stream handling, unit-wise plant design basis, unit-wise & overall block flow diagram (BFD), unit-wise & overall utility requirements, preliminary plot plan and site description, overall in-plant electrical single line diagram, construction power requirements
- The service provider shall provide Ash Management Plan.
- The service provider shall undertake mapping of the manpower requirements for this project to operationalize as per its defined objective.
- The service provider shall provide estimation for the preliminary project construction quantities, along with developing the project implementation & packaging philosophy, construction phase infrastructure requirements and shall also include L1 project schedule with key activities and milestones such as project construction, technology licensing, project financing & funding and financial closure.
- The service provider shall undertake development of financial model including Capital Costs (CAPEX), Operating Costs (OPEX), EBITDA etc. The service provider shall note that the cost estimates shall be AACE Class III estimates to be provided with +30% estimation accuracy. This shall be based on available secondary data, as well as utmost information obtained from



technology suppliers and licensors. Also, the costing exercise shall cover ISBL, OSBL, owner's costs and supply chain costs.

- The service provider shall provide estimation of the total funding requirements, optimal capital structure and examine the various funding options for meeting the investment requirements.
- The service provider shall undertake assessment of the financial metrics of the project, including the Return on Investment (RoI), Net Present Value (NPV), Internal Rate of Return (IRR), payback period, ROCE, ROE, Debt Service Coverage Ratio (DSCR).
- The service provider shall establish the breakeven cost of products and the sensitivity of the project returns considering the volatility of raw material cost and selling prices of major products, as well as variation in capital expenditure.
- The service provider shall provide options for different sources for low-cost climate funding and financing the project and corresponding capital structures.
- The service provider shall prepare a framework and preliminary analysis to facilitate the subsequent environmental impact assessment.
- The service provider shall undertake the review and list the applicable environmental regulations, permitting and licensing requirements and construction approvals required for the project.
- The service provider shall undertake preparation of SWOT and risk analysis of the project, along with the preliminary identification of the risk mitigation measures.
- The service provider shall undertake preliminary assessment of the potential project risks, risk management processes to be adopted, and provide recommendations regarding the mitigation of each identified risk. This shall include Financial risks, Regulatory barriers, Cost/ schedule risks, Technical (process)/ scope risks, Project implementation risks, Operational risks, Business risks, External factor risks.
- The service provider shall prepare the SWOT analysis covering the project value chain from feedstock sourcing & processing, gasification, downstream chemicals, and markets
- The service provider shall provide a business & contracting model for the project, with roles and responsibilities of the technology supplier, engineering partner and construction partner.
- The service provider shall also identify opportunities for the Employer to get equity participation from potential off-takers.

### **List of Inclusions in Part 3 for this project:**

- Undertake study for Carbon capture (apart from the AGR unit) or CO<sub>2</sub> utilization to chemicals or other products
- Provide list of approvals required from respective authorities
- Any study regarding the availability of water, hydrological & bathymetric study including clearance from the Government or local authority or identification and assessment of the adequacy of water source.
- Identification of power sources for the project or carrying out any kind of electrical network modelling and simulation for power system analysis.
- Identification of laying of gas pipelines feasibility from source to destination.

- Preparation of more than one conceptual layout for the envisaged project.
- Township plan
- Sharing detailed financial models or calculations with the Employer.

The Part 3 report will be prepared by the service provider with all the above undertaken-mentioned work details and shall be submitted to iCEM for approval.

#### Part 4: Comments on Underground lignite coal gasification

In this part, the Service Provider is required to merely provide comments on the potential for underground lignite coal gasification as it could be understood at that stage. These comments would be used as an input for decision making for further work on the project and as an input for scoping further studies.

**Services Fees are to be separately quoted for Part 1, 2, 3 and 4 of the Scope. The evaluation of this bid will be based on total services fees of all parts (the “Contract Price”).**

#### 1. Deliverables

- The deliverables and timelines for Part 1,2,3 and 4 of the service provider’s scope is specified in table below.

“A” is the agreement signing date with Service Provider.

Deliverables and Milestone	Timeline (In weeks)
Letter of Award	A
Project kick-off meeting	A+1
Site visit and receipt of all relevant data/ information/ drawings/documents from iCEM	A + 2
Presentation and report on Part 1	A + 8
Presentation and report on Part 2	A + 12
Presentation and report on Part 3 and 4	A+ 20
Comments and review of Draft Concept Development and Options Analysis report by iCEM	A + 22
Final Concept Development and Options Analysis report	A + 24

#### 2. Roles and Responsibilities of ICeM

- Facilitate site visits of the service provider’s team to the identified mine locations.
- Provide lignite and coal quality information during the project kick-off meeting.
- Provide information on the geological report of the lignite mines, including geological structure, borehole details, seam details and physio-mechanical properties of the sandstone.

- d) Provide relevant data/ information on the site, including a site plan showing the land boundary with relevant dimensions/coordinates (preferably in auto-cad format) and infrastructure availability.
- e) Provide information on the availability, source and quality of raw materials like lignite, coal, water, electric power, and fuel.
- f) Provide the price for land, electric power, fuel and water; average manpower cost including all fringe benefits; and various financial parameters, namely debt: equity ratio, and interest rate.
- g) Provide any other information that may be required in connection with the assignment.
- h) Assign personnel for liaison with the service provider during site visit and also during the preparation of the Detailed Feasibility Study.
- i) Provide all documents in the English language using the metric system.



## SECTION III: INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION

#### 1.1. Bidding Process

- a. iCEM has adopted a single stage two packet online bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in RFP for Selection Of Technical Service Provider For Feasibility Study On Producing Blue Hydrogen and other downstream products from Gasification of Lignite (the “**Bidding Process**”). Technical Bid shall be submitted physically and online whereas Price Bid shall be submitted online through <https://icemtender.nprocure.com>. The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION III. Based on Technical evaluation, the Price Bids of only Bidder’s meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in clause 6.2(a), 5.1 and 0 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3 and 6.2. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the “**Composite Score**”) derived based on Quality cum Cost based method (the “QCBS”) specified in Clause 5.4 of RFP SECTION III. The Bidder obtaining Highest Composite score shall be considered as Preferred Bidder (the “**Preferred Bidder**”).
- e. The bidders are required to quote Services Fees for all parts of the TOR separately as per Price Bid Format provided in Annexure 11 of this RFP. For the purpose of Price Bid Evaluation, the total lumpsum fees of defined scope of work shall be considered.

#### 1.2. Due Diligence

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

#### 1.3. Acknowledgement by Bidder

By submitted the bid or proposal, the bidder acknowledges that:

- 1) made a complete and careful examination of the RFP
- 2) received all relevant information requested from iCEM;
- 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of iCEM relating to any of the matters referred to in Clause 1.2 above; and
- 4) acknowledged that it does not have a Conflict of Interest



5) agreed to be bound by the undertakings provided by it under and in terms hereof.

iCEM shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by iCEM.

**1.4. Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. iCEM will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**1.5. RFP Fee**

- a) Bidder will need to submit nonrefundable RFP Document/Tender Fee **of INR 17,700 (i.e. RFP fees of INR 15,000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favor of **“International Center of Excellence in Mining Safety & Automation”** and payable at Ahmedabad along with the Bid as per marking and sealing section
- b) The Demand Draft shall be drawn on any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.

**1.6. Schedule of Bidding**

iCEM shall endeavor to adhere to the bidding schedule as specified in table below.

Sr. No.	Event Description	Date, Time and Address									
1	Date from which RFP documents will be available	RFP shall be available from <b>11/01/2024</b> from website <a href="http://www.gmdcltd.com">http://www.gmdcltd.com</a> & <a href="https://icemtender.nprocure.com">https://icemtender.nprocure.com</a>									
2	Last date for receiving Pre-Bid queries / clarifications	<p>Bidders may send their queries by <b>19/01/2024</b> up to 17:00 hrs to following contacts or reach out for any assistance.</p> <p><b>Mr. Dhananjay Sharma</b>  <b>Director, Strategic Initiatives and Partnerships,</b>                      iCEM, Rajkot Highway, Opp Kenville Golf Resort, Devdholera, Dist.: Ahmedabad, Ta: Bavla, Gujarat 382455                      Email: <a href="mailto:info@icem.in">info@icem.in</a>; cc to: <a href="mailto:nidhi.shah@coordinatesindia.com">nidhi.shah@coordinatesindia.com</a></p> <p>The queries to be submitted in following format in excel:</p> <table border="1"> <thead> <tr> <th colspan="3">Bidders Request for Clarification</th> </tr> <tr> <th>Name and Address of the Organization submitting request</th> <th>Name and Position of Person submitting request</th> <th>Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td>Tel: Mobile:</td> </tr> </tbody> </table>	Bidders Request for Clarification			Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative			Tel: Mobile:
Bidders Request for Clarification											
Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative									
		Tel: Mobile:									



		Email:			
		Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought
		1.			
3	Pre-Bid Meeting	<p>The Pre-Bid Meeting shall be held at <b>12:00 hrs on 20/01/2024</b> at GMDC office situated at Khanij Bhavan, 132 Feet Ring Road, Vastrapur, Ahmedabad – 380052 India</p> <p><b>Microsoft Teams meeting</b>  <a href="#">Click here to join the meeting</a>                      Meeting ID: 488 081 671 909                      Passcode: Himw2T</p>			
4	Online Submission of Price Bid	<p>The Price Bid is to be submitted online <b>only</b> at designated place on <a href="https://icemtender.nprocure.com">https://icemtender.nprocure.com</a> <b>16/02/2024</b> up-to 18:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.</p> <p>A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid.</p> <p>Technical Bid is not to be submitted online, but should be submitted in <b>physical offline mode after the submission of the Price Bid</b> at the designated address by the deadline mentioned.</p>			
5	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	<p>The Technical Bid is to be submitted offline, strictly after the due date for online submission of price bid but on or before <b>16/02/2024</b> up to <b>17:00 Hrs.</b> at iCEM, Rajkot Highway, Opp Kensville Golf Resort, Devdholera, Dist.: Ahmedabad, Ta: Bavla, Gujarat 382455, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP. Technical Bids will be opened on same day at 17:30 hrs.</p>			
6	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation			
7	Signing of Agreement	Within 30 days from the date of issuance of LOA.			
8	General and Important Terms and Conditions	<p>iCEM reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.</p> <p>The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document.</p>			



	<p>Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>ICEM may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFP on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum.</p> <p>ICEM reserves the rights to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on <a href="https://icemtender.nprocure.com">https://icemtender.nprocure.com</a> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. ICEM reserves the right to take suitable decision in this regard.</p>
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ICEM shall endeavor to adhere to the bidding schedule as specified above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

**2. GENERAL**

**2.1. Bid Validity**

- a) Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, ICEM may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 1.2.5 of RFP SECTION III in all respects.

**2.2. Numbers of Bids by Bidder**

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified.

**2.3. Governing Law and Jurisdiction**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising



under, pursuant to and/ or in connection with the Bidding Process.

#### 2.4. Employers Right to Accept and Reject any Bids or all Bids

- a) Notwithstanding anything contained in this RFP, iCEM reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) It shall be deemed that by submitting the Bids, the Bidder agrees and releases iCEM, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, iCEM reserves the right to reject any Proposal/Bid if:
  - 1) Bid does not meet the Pre-qualification qualification criteria specified in this RFP
  - 2) at any time, a material misrepresentation is made or discovered, or
  - 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
  - 4) the Bidder does not provide, within the time specified by iCEM, the supplemental information sought by iCEM for evaluation of the Bid.
  - 5) Bidder submits conditional Bid.
- d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then iCEM reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of iCEM, including annulment of the Selection Process

#### 2.5. Earnest Money Deposit (EMD)/Bid Security

The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees". An Earnest Money Deposit of amount **INR 2 Lakh** shall be provided in favor of "**International Center of Excellence in Mining Safety & Automation**" in any one of the following forms/formats. The List of Approved Banks is provided in Annexure 14.

- i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
- ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank to Employer as per the Annexure 14 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed



between Employer and Bidder from time to time as per clause 1.2.1 of RFP SECTION III.

- a) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by iCEM as being non-responsive and bids of such Bidder shall not be evaluated further.
- b) iCEM shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- c) The Bid Security of unsuccessful Bidders will be returned by iCEM, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when iCEM cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favor of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to iCEM give the name and address of the person in whose favor the said demand draft shall be drawn by iCEM for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- d) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when iCEM cancels the bidding.
- e) iCEM shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that iCEM will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
  - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION III;
  - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and iCEM;
  - iii. In the case of Successful Bidder, if it fails within the specified time limit –
    - 1) to sign and return the duplicate copy of LOA
    - 2) to sign the Agreement within the time period specified by iCEM.
    - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
    - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

### 3. DOCUMENTS AND PRE-BID CONFERENCE

#### 3.1. Content of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.4.



### Notice Inviting Tender

- SECTION I: Background
- SECTION II: Terms of Reference/Scope of Work
- SECTION III: Instructions to Bidders (ITB)
- SECTION IV: Services Fees & Payment Terms
- SECTION V: Contract Terms & Conditions
- SECTION IV: Annexure

### 3.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify iCEM in writing through email at the address provided in clause 1.6 of Section III. They should send in their queries on or before the date mentioned in clause 1.6 section III in order to enable Employer to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. iCEM shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC/iCEM and <https://icemtender.nprocure.com> iCEM is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) iCEM shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, iCEM reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring iCEM to respond to any question or to provide any clarification.
- c) iCEM may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by iCEM shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Employer or its representatives shall not in any way or manner be binding on iCEM.

### 3.3. Pre-Bid Meeting

- a) A pre-bid meeting would be held at time and an address specified in clause 1.6. Bidders shall bear their own cost of attending any pre-bid meeting.
- b) During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of iCEM. iCEM shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c) Clarifications/responses would be shared by uploading such responses online only at website of the Employer in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

### 3.4. Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, iCEM may, for any reason, whether at its own



initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.

- b) Any Addendum/Corrigendum issued hereunder will be in writing and shall be uploaded on the Employer website and <https://icemtender.nprocure.com>
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, iCEM may, in its sole discretion, extend the Bid Due Date.

#### 4. PREPARATION AND SUBMISSION OF BIDS

##### 4.1. Language of Bid

- a) The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.
- b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

##### 4.2. Bid Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

##### 4.3. Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. iCEM will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid must be properly signed by the authorized signatory (the “Authorized Signatory”) as detailed below:
  - (1) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm
- c) In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

##### 4.4. Submission Format & Sealing and Marking of Proposals

- a) The original instruments of the Bid Security of the required value and in approved format as specified in clause 1.2.5 and RFP Fees as specified in clause 1.5 shall be sealed in an envelope on which the following shall be super scribed:
 

***“RFP for Feasibility Study on producing Blue Hydrogen and other downstream products from Gasification of Lignite – EMD and RFP Fees”***
- b) **The Technical Bid** shall be submitted in **Hard copy**. The documents and format to be submitted for Technical Bid shall be as follows

Sr. No	Annexure No.	Particulars
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1	1	Letter of Bid Submissions signed by authorized signatory of Bidder
2	2	<ul style="list-style-type: none"> <li>Bidder's Organization and Experience in terms of number of projects of similar type done as should be reflected in the qualification marking</li> <li>Certificate of registration, PAN details <b>OR</b> Partnership deed, GSTIN registration, PAN details , Incorporation certificate, MOA, AOA, GSTIN Registration</li> </ul>
3	3	Comments and Suggestions on the Terms of Reference and Facilities to be provided by The Employer
4	4	Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR
5	5	Team Composition and Task Assignments
6	6	Curriculum Vitae (CV) for Proposed Team
7	7	<ul style="list-style-type: none"> <li>Statutory Auditor/Registered Chartered accountants statement specifying Turnover for last three Financial Years as per clause 5.1 c)</li> <li>Audited Financial statements for last three years as per clause 5.1 c)</li> </ul>
8	8	No Blacklisting certificate on Stamp Paper
9	9	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
10	10	Undertaking for information and document provided are true.
11	11	Original RFP documents issued along with updated addendums / amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.

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

***“RFP for Feasibility Study on producing Blue Hydrogen and other downstream products from Gasification of Lignite – Technical Bid”***

*Both envelopes specified in sub clause a) and b) shall be placed in outer envelopes and super scribed and delivered by the Due date as per the address given:*

***“RFP for Feasibility Study on producing Blue Hydrogen and other downstream products from Gasification of Lignite – Bid submission”***

Addressed to:

**Mr. Anupam Jalote**

**CEO**

**International Center of Excellence in Mining Safety & Automation (iCEM)**



**Rajkot Highway, Opp Kenville Golf Resort,  
Devdholera, Dist.: Ahmedabad, Ta: Bavla, Gujarat 382455**

The Bidder shall also place a pen drive comprising of soft copy of Technical Bid in Hard copy of Technical Bid.

- c) **Price Bid (Online)** to be filled up at designated places on <https://icemtender.nprocure.com> as per the format provided in Annexure 11.
- d) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.6.

#### **4.5. Bid Due Date**

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6.
- b) iCEM may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of The Employer and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on The Employer website <http://www.gmdcltd.com> and <https://icemtender.nprocure.com>.

#### **4.6. Late Submission**

- a) Physical submissions for Technical Bid and EMD & RFP fees received by iCEM after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nProcure. The contact details of (n)Procure are as follows:
- c) **n)Code Solutions (A Division of GNFC Ltd.)**  
**403, GNFC Info tower, Bodakdev,**  
**Ahmedabad – 380054, India**  
**Sales: 079-4000 7323**  
**Support: 079-4000 7300**  
**Email: [nprocure@ncode.in](mailto:nprocure@ncode.in)**

#### **4.7. Modification and Withdrawal of Bids**

- a) Bidder shall not be able to modify any part of its Bid after the Bid Due Date. In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after online submission thereof. The Bidder may online modify, substitute or withdraw its bid after submission, prior to the Bid Due Date.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by iCEM, shall be

disregarded.

## 5. BID EVALUATION CRITERIA

All bids must be considered responsive as described in **clause 6.2 (a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria and obtaining minimum **70 marks** in the technical scores specified hereunder will progress to the next stage of Price Bid opening. The Eligibility and Technical Score are described below.

### 5.1. Pre-Qualification Criteria

A Bidder must meet Pre-Qualification Criteria are specified hereunder in order to qualify for next stage of evaluation.

#	Pre-Qualification Criteria	Required docs
1.	The consultant should be a legal entity registered in India, since last 10 (Ten) years under either Indian Companies Act 1956/2013 or LLP Act 2008.	A copy of the Certificate of Incorporation
2.	The consultant should have valid GST registration in India.	GST Registration certificates issued by competent authority
3.	Power Of Attorney/ Board Resolution: The consultant should submit an authorization letter for authorizing the RFP signing authority for signing and submission of the RFP	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the RFP signing authority.
4.	The bidder's firm shall have consulting experience in minimum 2 coal gasification projects in terms of feasibility or similar	Copy of Work Orders / Contracts / relevant evidence of work from client. As per format provided in Annexure 2 of this RFP document.
5.	The consultant should have an average annual turnover from the coal gasification related projects (study / operations) of not less than INR 10 Crores in last 5 financial years (FY 18-19, FY 19-20, FY20-21, FY 21-22, FY 22-23).	Certificate(s) from statutory auditor with all relevant details from the consultant. As per format provided in Annexure 7 of this RFP document.
6.	The consultant should be a profitable organization in last two out of last three financial years namely FY20-21, FY 21-22, FY 22-23.	Annual Audited Financial Statements for FY 2020-21, FY 2021-22, FY 2022-23 / Statutory Auditor Certificate
7.	Non-Blacklisting The consultant should not have been blacklisted by any Indian or International	Self-Certification from the authorized signatory of the consultant as per the Annexure 8.



#	Pre-Qualification Criteria	Required docs
	Government (Central / state / PSU) Organization as on the date of bid Submission.	

## 5.2. Technical Score Criteria

The Bids of the Bidders meeting Pre-Qualification criteria shall be considered for assessment and assigning of Technical Score. The Technical Score of the Bidder shall be evaluated as per Technical Score system provided hereunder.

Sr No.	Marking Heads	Marks	Sub-Marks
<b>A</b>	<b>Experience of Bidder</b>	<b>40</b>	
<b>A1</b>	Technology related Experience: Number of Pre-feasibility or Feasibility Studies undertaken for syngas production made using gasification of coal/lignite on the surface including technology options assessment.	<b>15</b>	3 marks per project, max 5 projects
<b>A2</b>	Market and Commercialization Study related Experience: Number of Studies undertaken that includes at least three out of the four types of project experiences stated below: <ul style="list-style-type: none"> <li>Market Assessment for Syngas downstream products and assessing demand</li> <li>Assessment of commercialization potential for downstream products</li> <li>Production plan for Syngas</li> <li>Financial viability of the entire project including gasification, marketisation, and pricing.</li> </ul>	<b>15</b>	3 marks per project, max 5 projects
<b>A3</b>	Number of Pre-feasibility or Feasibility Studies undertaken for Carbon Capture Usage and Storage	<b>10</b>	1 Project: 4 marks 2 Projects: 7 marks 3 Projects: 10 marks
<b>B</b>	<b>Proposed Project Team</b>	<b>20</b>	
<b>B1</b>	Team Lead	8	Minimum Qualification and Marking criteria for Project Team are specified in the table below.
<b>B2</b>	Senior Team Member	5	
<b>B3</b>	Team Member	4	
<b>B4</b>	Backstopping/support staff	3	
<b>C</b>	<b>Approach and Methodology for Proposed Work</b>	<b>40</b>	
	Bid to be accompanied by brief A&M in PPT/word format. This to be followed up with presentation to leading to final evaluation based on the following criteria:		
<b>C1</b>	Understanding of Lignite / Coal Gasification process	8	

Sr No.	Marking Heads	Marks	Sub-Marks
C2	Understanding of Syn gas Market including market for its downstream productions such a Methanol, Ammonia and Blue Hydrogen	10	
C3	Understanding of Carbon Capture Methods and its Feasibility	7	
C4	Work Plan (Deployment of manpower etc.)	5	
C5	Proposed Approach and Methodology for iCEM	10	
	<b>Total</b>	<b>100</b>	
	<b>Qualifying Marks</b>	<b>70</b>	

Bidder must Score minimum **70 marks** out of total 100 marks in Technical Marking Section specified herein above. The bids of bidders obtaining lower than 70 score will be declared disqualified and not be processed further.

The Qualification and evaluation criteria for proposed Team as specified in C of table hereinabove is specified below.

Position	Minimum Qualification	Marks criteria for Technical Marking
<b>Team Lead</b>	<ul style="list-style-type: none"> <li>Graduate Degree in Engineering/Geology plus Postgraduate Degree in Engineering / Management / Geology or equivalent</li> <li>Minimum of 15 years of total experience in coal gasification and related projects.</li> </ul>	<ol style="list-style-type: none"> <li><b>1. Relevance of experience: 4 marks</b> <ul style="list-style-type: none"> <li>1 mark per project</li> </ul> </li> <li><b>2. Length of total experience: 4 marks</b> <ul style="list-style-type: none"> <li>15-20 years of experience: 2 marks</li> <li>20+ years: 4 marks</li> </ul> </li> </ol> <p><b>Total (1+2): 8 Marks</b></p>
<b>Senior Team Member</b>	<ul style="list-style-type: none"> <li>Graduate Degree in Engineering/Geology plus Postgraduate Degree in Engineering / Management / Geology or equivalent</li> <li>Minimum of 10 years of total experience in coal gasification and related projects.</li> </ul>	<ol style="list-style-type: none"> <li><b>1. Relevance of experience: 3 marks</b> <ul style="list-style-type: none"> <li>1 mark per project</li> </ul> </li> <li><b>2. Length of total experience: 2 marks</b> <ul style="list-style-type: none"> <li>10-15 years of experience: 1 mark</li> <li>15+ years of experience: 2 marks</li> </ul> </li> </ol> <p><b>Total (1+2): 5 Marks</b></p>
<b>Team Member</b>	<ul style="list-style-type: none"> <li>Graduate / Postgraduate Degree in Engineering</li> <li>Minimum of 7 years of total experience in gasification and related projects.</li> </ul>	<ol style="list-style-type: none"> <li><b>1. Relevance of experience: 2 marks</b> <ul style="list-style-type: none"> <li>1 mark per project</li> </ul> </li> <li><b>2. Length of experience: 2 marks</b> <ul style="list-style-type: none"> <li>7-10 years of experience: 1 mark</li> <li>10+ years of experience: 2 mark</li> </ul> </li> </ol> <p><b>Total (2+2): 4 Marks</b></p>



<b>Support Staff</b>	Based on comparable evaluation of quality of backstopping and junior support staff proposed	<b>Total marks: 3 marks</b>
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**5.3. Evaluation of Price Bid and Financial Score**

The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum 70 marks in the Technical score system as specified in clauses 6.2(a), 5.1 and 0 respectively) Bidders shall be opened. The Bidder shall be required to Quote Services Fees of the Scope as per the Price Bid format provided in Annexure 11. The Services Fees quoted in the price bid for executing the TOR shall be considered for price Bid evaluation and determining the Financial Score.

**Financial Score (FiS) = 100 x FiL/FiC**

Where;

FiL is the L1 (Lowest Bidder)'s Services Fees

FiC is the Services Fees quoted by Bidder

Services Fees refers to the Services Fees quoted as per the price bid format of the RFP.

Bidder scoring Lowest charges shall be given 100 marks.

**5.4. Composite Score**

(i) The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula;

Composite Score (CS) = Technical Score (TeS) \* 0.80 + Financial Score (Fis) \* 0.20

The technical experience has been assigned **80%** of weightage while price quote is assigned **20%** weightage.

(ii) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of iCEM, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

**6. EVALUTION PROCESS**

**6.1. Opening of Technical Bid**

(i) iCEM shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.

(ii) The Bidder's name, the presence or absence of requisite RFP Fees and Bid Security and such other details as The Employer in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.

(iii) iCEM will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

## 6.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 4.4** along with supporting documents. iCEM shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

### **a) Test of Responsiveness for EMD, RFP Fee, Timely and proper Submission**

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), iCEM shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - (i) The Technical Bid is submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
  - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 1.2.5 of ITB respectively.
  - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
  - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
  - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
  - (vi) It does not contain any conditionality; and
  - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) iCEM reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by iCEM in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

### **b) Assessment of Pre-Qualification Criteria**

- 1) iCEM shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5.1 and have submitted all documents as per clause 4.4 in order to qualify for next stage of assessment.
- 3) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.

### **c) Determination of Technical Score**

- 1) iCEM shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 0 of ITB.
- 2) Responsive and Pre-Qualified Bidders may be called to make presentation on "Approach and Methodology" by iCEM as part of the technical evaluation process.



- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum **score of 70 in Technical Score** shall be declared Technically Qualified Bids (the “Qualified Bids”/ “Qualified Bidder”).
- 4) The Price Bids of only Qualified Bids shall be opened. Evaluation of Price Bids of only Qualified Bids shall be carried out.

### 6.3. Opening of Price Bid

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://icemtender.nprocure.com/> as per the indicative format specified in **Annexure 11** to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 6.2, 5.1 and 0 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 (c) in advance. The Bidders’ authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) iCEM shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.3.

### 6.4. Composite Score

- (i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in the clause 5.4
- (ii) The Bidder achieving “Highest Composite Score” shall be generally declared as Preferred Bidder (the “Preferred Bidder”) and considered for award after following the due process including negotiation.

### 6.5. Clarification of Bids and Request for additional/missing information

To facilitate evaluation of Bids, iCEM may, at its sole discretion, seek in writing clarifications / documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by iCEM before the expiration of the deadline prescribed in the written request, iCEM reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

### 6.6. Verification and Disqualification

- (i) iCEM reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by iCEM, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by iCEM shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of iCEM there under.
- (ii) iCEM reserves the right to reject any Bid and/or appropriate the EMD if:
  - at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or



- Bidder is blacklisted/barred by any Government Agency.
- In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8.
- In case the Bidder has Conflict of Interest as per clause 9.
- a Bidder makes an effort to influence the Employer in its decisions on Evaluation process/Selection process.
- while evaluating the Bid, if it comes to its knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- A bidder who submits or participates in more than one Bid under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then iCEM reserves the right to:

- a) invite the remaining Bidders to submit their Bids or
  - b) take any such measure as may be deemed fit in the sole discretion of iCEM, including annulment of the Bidding Process.
- (iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by iCEM to the Successful Bidder or the Service Provider , as the case may be, without iCEM being liable in any manner whatsoever to the Successful Bidder or the Service Provider. In such an event, iCEM shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to iCEM under the RFP and/or the Contract.

## 6.7. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time iCEM makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from



contacting by any means, iCEM and/ or their Service Providers/ employees / representatives on matters related to the Bids under consideration.

#### **6.8. Correspondence with Bidder**

Save and except as provided in this RFP, iCEM shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

#### **6.9. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising iCEM in relation to, or matters arising out of, or concerning the Bidding Process. iCEM will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. iCEM may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or iCEM or as may be required by law or in connection with any legal process.

### **7. SELECTION OF SERVICE PROVIDER AND SIGNING OF AGREEMENT**

#### **7.1. Notification of Award**

- (i) Prior to expiry of the Bid Validity Period, The Employer shall notify the Preferred Bidder(s) as the Successful Bidders through letter that his/their Bid has/have been accepted (the “Successful Bidder(s)”). This letter (“Letter of Award” / “LOA”) shall be issued, in duplicate and shall specify the sum which iCEM shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to The Employer in consideration of Project scope as per the terms of Contract.
- (ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, iCEM may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

#### **7.2. Signing of Agreement**

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the “Execution Date”). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of Agreement (the “Contract”) is specified in Section V of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 100 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. iCEM shall return one copy duly sealed and



signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

- (iv) After the signing of Agreement, the Successful Bidder shall be called the “Service Provider”.

### 7.3. Performance Security

- (i) The Successful Bidder shall furnish Performance Security to The Employer for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 13) for amount of equivalent to **10% (Ten percent) of Total Contract Value/ Service Fees (without GST)** payable to iCEM by the Successful Bidders (the “**Performance Security**”) from Approved Bank to The Employer. Such performance Security shall be in favor of **International Center of Excellence in Mining Safety & Automation** and admissible and payable at Ahmedabad branch from Approved Bank to The Employer.
- (ii) The Service Provider shall maintain a valid and binding Performance Security for a Contract Period. The Service Provider shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the Service Provider shall have to renew Performance Security for a period of extended Contract Period.
- (iii) If the Bidder, fails to furnish the Performance Security, it shall be lawful for iCEM to forfeit the EMD and cancel the contract or any part thereof.
- (iv) iCEM shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - a) in the event iCEM requires to recover any sum due and payable to it by the Service Provider including but not limited to Damages; and which the Service Provider has failed to pay in relation thereof; and
  - b) in relation to Service Provider’s breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by iCEM in accordance with the provision of the Agreement. The Service Provider shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which iCEM shall be entitled to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Service Provider without any interest, subject to any deductions which may be made by iCEM in respect of any outstanding dues under the terms of the Agreement.

### 7.4. Commencement of Work/Assignment

The Service Provider shall commence the stipulated work within seven days of the date of the Signing of Agreement, or such other date as may be mutually agreed. If the Service Provider fails to either sign the Agreement as specified in Clause 7.2 or commence the assignment as specified herein, iCEM may invite the second ranked Bidder for negotiations.



In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

#### **7.5. Proprietary Data**

Subject to the provisions of Clause 6.9, all documents and other information provided by iCEM or submitted by Bidder to iCEM shall remain or become the property of iCEM. Bidder and the Service Provider, as the case may be, are to treat all information as strictly confidential. iCEM will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Service Provider to iCEM in relation to the Consultancy Assignment pursuant to TOR shall be the property of iCEM.

#### **7.6. Tax Liability**

- (i) The rates quoted in Price Bid Annexure 11 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by iCEM.
- (ii) iCEM shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

### **8. FRAUD AND CORRUPT PRACTICES**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, iCEM may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, iCEM shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to iCEM under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, The Employer shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of iCEM under sub Clause (a) hereinabove and the rights and remedies which iCEM may have under the LOA or the Contract or otherwise if a Bidder or Service Provider as the case may be, is found by iCEM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/ or otherwise, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by iCEM during a period of 2 (two) years from the date such Bidder or Service Provider as the case may be, is found by iCEM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:



- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of iCEM who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or
- (ii) after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of iCEM, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of iCEM in relation to any matter concerning the Project;
- (iii) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iv) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (v) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by iCEM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (vi) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 9. CONFLICT OF INTEREST

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, iCEM shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to iCEM for, inter alia, the time, cost and effort of iCEM including consideration of such Bidder’s Proposal/Bid, without prejudice to any other right or remedy that may be available to iCEM hereunder or otherwise.
- b) iCEM requires that the Service Provider provides professional, objective, and impartial advice and at all times hold iCEM’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of iCEM.
- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest



affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;

- A. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
- (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder or Associates is Company; and/or
  - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
- (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its Member or Associates is Company; and/or
  - b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service Provider will depend on the circumstances of each case. While providing consultancy services to iCEM for this particular assignment, the Service Provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with The Employer. Additionally, such



disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

## 10. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) iCEM, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (ii) consult with any Bidder in order to receive clarification or further information;
  - (iii) retain any information and/ or evidence submitted to iCEM by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases iCEM, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any the authority to bind the other in any manner whatsoever.
- e) The Service Provider shall be deemed to be acting as an independent service provider of The Employer and shall not be deemed an agent, legal representative, joint venture or partner of The Employer. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.



## SECTION IV: SERVICES FEES AND PAYMENT TERMS

The Service Provider shall quote fees for Part 1,2,3 and 4 of the TOR in a single lumpsum quote as per the price bid format. The Employer hereby covenants to pay the Services Fees to the Service Provider for Scope of the Work / TOR specified in SECTION – II of the RFP and as per the Charges and payment terms specified hereunder;

### 1. Services Provision Fees

- a) The Employer hereby covenants to pay the Service Provision Fees to the Service Provider for the Scope of the Work /TOR specified in Section II of this RFP and as per the payment terms specified in Subclause 2) of this section at agreed price specified hereunder for respective Package(s) awarded to the Bidder.

[Note: Table on Prices to be agreed contract prices to be inserted here)

- b) The Service Provision Fees specified in subclause a) hereinabove represent the net amounts payable exclusive of GST but inclusive of all other applicable taxes, duties, surcharge, and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by iCEM.
- c) The service provider has to quote mandatorily as per the price bid format in order to participate in the evaluation of the bid.
- d) The Service Provision Fees specified in subclause a) hereinabove includes remuneration of service provider's staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance, stationary and any other expense to be incurred for executing Terms of Reference.
- e) The Service Fees specified in a table placed in subclause a) hereinabove shall remain valid for a period of One year from the date of issuance of LOA. Upon completion of each part, iCEM shall issue Notice to Proceed for respective next part of the scope of work. The Service provider shall be bound to execute the Scope upon receipt of Notice to proceed for work.

### 2. Payment Terms

#### 2.1 Payment Terms for the Scope of Work

- a) Payment for each part shall be made separately by iCEM upon submission and acceptance of each part. The payment shall be made as per the payment terms specified hereunder.
- b) In case of gaps in giving the go ahead for the next part, the Service Provider may provide the services for a maximum period of one year. Beyond one year, the time may be extended based on mutual consent. Fees for any extended time shall be escalated at 5% pa.
- c) The milestone basis (i.e.: on achieving deliverables) payment for respective parts shall be made as per the payment schedule specified hereunder:

Sr. No.	Description	Payment Milestone (% of service Fees)
<b>1</b>	Part 1 – Submission and acceptance of Report and Presentation on Establishing the Technical Feasibility of production of Syn gas from gasification of lignite for GMDC	<b>20%</b>
<b>2</b>	Part 2 – Submission and acceptance of Report and Presentation on Techno-commercial Options Analysis	<b>20%</b>
<b>3</b>	Part 3 &4 – Submission and acceptance of Report and Presentation on Detailed Feasibility Study and Comments on Underground lignite coal gasification	<b>50%</b> <b>(Part 3 – 40% and Part 4 – 10%)</b>
<b>4</b>	Submission and acceptance of all Final Reports after incorporation of any suggestions	<b>10%</b>
	<b>Total</b>	<b>100%</b>

- d) The service provider shall submit invoices upon achieving milestone for awarded part stated in sub clause c) hereinabove. The Employer shall make payment within 15 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages if applicable as per Clause 9 of Section V pursuant to contract conditions.
- e) Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by iCEM. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Consultant.
- f) iCEM shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- g) The payment % as defined above for all parts shall be released to the consultant on submission and acceptance of the complete report as per the defined deliverables.
- h) If the report submitted by the service provider is not acceptable to the iCEM for either package module, reasons for such non-acceptance should be recorded in writing; the iCEM shall not release the payment due to the service provider in such as case. The payment will be released to the service provider only after it addresses/ re-submits the report and which is accepted by the iCEM.



## SECTION V: DRAFT AGREEMENT

THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### **BETWEEN**

International Center of Excellence in Mining Safety & Automation (iCEM) and having its corporate office at Rajkot Highway, Opp Kensville Golf Resort, Devdholera, Dist.: Ahmedabad, Ta: Bavla, Gujarat 382455 (hereinafter referred to as the “The Employer/iCEM/Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of ONE PART;

### **AND**

\_\_\_\_\_, having its registered office at \_\_\_\_\_, hereunder referred to as the “**Service Provider Consultant**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

iCEM and the Service Provider are hereinafter individually referred to as “Party” and collectively as “Parties”.

### **WHEREAS**

iCEM vide its Request for Proposal, dated \_\_\_\_ invited Bids from competent parties through transparent and competitive bidding process for “*Feasibility Study on producing Blue Hydrogen and other downstream products from Gasification of Lignite*” as per the terms specified in RFP and this Agreement (hereinafter called the “**Services/ Project/ Work/ Assignment**”);

- A. Pursuant to the evaluation of the bids received, iCEM has accepted the bid of the Service Provider dated \_\_\_\_\_ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_ accepting the particular Bid Proposal.
- B. The Service Provider has accepted the LOA by its letter dated \_\_\_\_\_, requiring inter alia the execution of the Contract. iCEM hereby agrees to appoint and avail services of the Selection of Service Provider for undertaking feasibility study on producing blue hydrogen and other downstream products from gasification of Lignite, on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (iCEM and Service Provider) hereto **hereby agree as follows:**

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by iCEM in its entirety including all its parts/sections,

annexure, corrigendum and Addendums thereto.

2. Letter of Acceptance (LOA) no. \_\_\_\_\_ issued on \_\_\_\_\_.
3. Terms of Reference provided in RFP SECTION II.
4. Payment Terms provided in RFP SECTION IV.
5. Service Provider's Key Personnel specified in Schedule \_\_\_\_\_
6. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

While all above documents are deemed to be part of the Agreement, in the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date wise, shall prevail over the older document.

## 1. GENERAL

### 1.1. Definition and Interpretation

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- a. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;
- b. **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;
- c. **"Authority" or "The Employer" or "iCEM"** means the International Center of Excellence in Mining Safety & Automation [including without limitation its authorized representatives];
- d. **"Service Provider/consultant"** means any private or public entity selected to provide the Services to iCEM under this Contract.
- e. **"Contract"** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.
- f. **"Contract Period"/" Agreement Period"** shall have a meaning specified in clause 0
- g. **"Day"** means calendar day.
- h. **"Dispute"** shall have a meaning specified in clause 1.9.1
- i. **"Effective Date"** shall have meaning specified in clause 1.2.1.
- j. **"Force Majeure"** shall have a meaning specified in clause 1.2.5.2.7.1.

- k. **“Insurance”** shall have a meaning specified in clause 1.3.1.1.
- l. **“Local Currency”** means Indian Rupees.
- m. **“Party”** means the “The Employer/iCEM/ Authority” or the Service Provider/Consultant, as the case may be, and **“Parties”** means both of them.
- n. **“Team Leader”** shall have a meaning specified in clause **Error! Reference source not found.**
- o. **“Performance Security”** shall have a meaning specified in clause 7.3.
- p. **“Personnel”** means professionals and support staff provided by the Service Providers and assigned to perform the Services or any part thereof;
- q. **“Services”/ “Scope of Services/Terms of Reference (TOR)”** means the work to be performed by the Service Provider pursuant to this Contract, as described in RFP SECTION II;
- r. **“Sub-Service Providers”** means any person or entity to whom/which the Service Provider subcontracts any part of the Services. Sub-contracting of entire ToR is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the Service Provider may engage sub Service Providers under intimation to The Employer. No Subcontracting is permitted for the position of Team Leader and Sr Team Member. Sub-contracting does not absolve the Service Provider from its obligations provided in this Agreement.
- s. **“Terms of Reference” (“TOR”)** are the description of scope of Service to be performed by the Service Provider. Detailed TOR is specified in RFP SECTION II;
- t. **“Third Party”** means any person or entity other than the “The Employer”, or the Service Provider.

## 1.2. Principles of Interpretation

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

## 1.3. Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between iCEM and the Service Providers. The Service Provider shall, subject to this Agreement, have complete charge of Personnel performing the Services



and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.4. Rights and Obligations**

The mutual rights and obligations of iCEM and the Service Provider shall be as set forth in the Agreement, in particular:

- a) the Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- b) iCEM shall make payments to the Service Provider in accordance with the provisions of the Agreement.

**1.5. Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

**1.6. Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**1.7. Table of Content and Heading**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

**1.8. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified hereunder.

If to The Employer;

\_\_\_\_\_

International Center of Excellence in Mining Safety & Automation

If to Service Provider;

\_\_\_\_\_

**1.9. Location**

The Services shall be performed at the offices of iCEM and at such locations as are incidental thereto, including the offices of the Service Provider.

**1.10. Authorised Representative**

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “The Employer” or the Service Provider may be taken or executed by the officials specified hereunder.



- b) iCEM may, from time to time, designate one of its officials as iCEM Representative. Unless otherwise notified, iCEM Representative shall be: -----
- c) The Service Provider may designate one of its employees as Service Provider's Representative. Unless otherwise notified, the Service Provider's Representative shall be: -----

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### **2.2. Commencement of Services**

The Service Provider shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3. Termination of Agreement for failure to commence Services**

If the Service Provider does not commence the Services within the period specified in Clause 1.2.2 above, iCEM may, by not less than 1 (one) weeks' notice to the Service Provider, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Service Provider shall be deemed to have accepted such termination.

### **2.4. Expiration of Agreement**

- a) The Service Provider shall be required to complete the scope specified in Part 1,2,3 and 4 within 24 weeks of time period. Post the completion of each part of the TOR/scope of work and approval of said part, iCEM shall ask the Service Provider to carry out next part of TOR at its sole discretion based on necessity and provided Service Provider's performance found satisfactory in performing its scope pertaining to respective carried out part.
- b) The Total engagement period/Contract Period of this assignment shall be one year unless terminated earlier pursuant to clauses 2.3 and 2.9 hereof (the "Contract Period"). At the end of each part of the scope of work, however, iCEM would have the discretion to not require the services of the Service Provider further to the completed part of the scope of work.
- c) In case, the execution of TOR/ Scope of Work is delayed on account of Force Majeure, Election, Natural calamity, Force Majeure and delays due to transfers and non-joining of relevant Government officials, on occurrence of such events, the Agreement Period shall be extended for a period during which such period subsist. In case, the execution of Scope of work delayed due to reasons not attributable to the service provider then the Contract Period shall be extended based on mutual consent. In case, the execution of Scope of work delayed due to reasons attributable to the service provider then the Contract Period shall be extended suitably subject to recovery of Liquidated damages as per clause 7.2.2



## 2.5. Entire Agreement

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service Provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.5 (a), on matters not covered by this Agreement, the provisions of RFP shall apply.

## 2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

## 2.7. Force Majeure

### 2.7.1. Definition

- a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, pandemic, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Service Provider or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2. No Breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.



### 2.7.3. Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### 2.7.4. Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to be reimbursed for payment due upto the Services Delivered as per work completion Milestone provided in RFP Part IV.

### 2.7.6. Consultation

Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 2.8. Suspension of Agreement

iCEM may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, due to the reasons within the control of the service provider, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Service Provider of such notice of suspension.

### 2.9. Termination of Agreement

#### 2.9.1. Termination by The Employer

iCEM may, by not less than 30 (thirty) days' written notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in this Clause 1.1.2.9.1, terminate this Agreement if:

- a) the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 1.2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as iCEM may have subsequently granted in writing;

- b) the Service Provider becomes insolvent or bankrupt or enters into any agreement within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Service Provider submits to iCEM a statement which has a material effect on the rights, obligations or interests of iCEM and which the Service Provider knows to be false;
- e) any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

#### **2.9.2. By Service Provider**

The Service Provider may, by not less than 30 (thirty) days' written notice to iCEM, such notice to be given after the occurrence of any of the events specified in this Clause 1.1.2.9.2, terminate this Agreement if:

- a) iCEM fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Service Provider that such payment is overdue;
- b) iCEM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Service Provider may have subsequently granted in writing) following the receipt by iCEM of the Service Provider's notice specifying such breach;
- c) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) iCEM fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### **2.9.3. Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 1.2.3 or 1.2.9 hereof, or upon expiration of this Agreement pursuant to Clause 0 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 0 hereof; (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

#### **2.9.4. Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 1.1.2.9.1 or 1.1.2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and materials furnished by iCEM, the Service Provider shall proceed as provided respectively by Clauses 1.3.8 or 0 hereof.

### **2.9.5. Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, iCEM shall make the payments to the Service Provider as per provision set forth in RFP part IV hereof for Services performed prior to the date of termination. Provided that in case of incomplete milestone during such Termination, the payment for such incomplete milestone shall be made on pro rata basis.

### **2.9.6. Disputes about Events of Termination**

If either Party disputes whether an event specified in Clauses 1.1.2.9.1 or 1.1.2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATIONS OF THE SERVICE PROVIDER**

### **3.1. General**

#### **3.1.1. Standard of Performance**

The Service Providers shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to iCEM, and shall at all times support and safeguard iCEM's legitimate interests in any dealings with Sub-Service Providers or Third Parties.

#### **3.1.2. Terms of Reference**

The scope of Services to be performed by the Service Provider is specified in the Terms of Reference (the "TOR") at RFP SECTION II. The Service Provider shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

#### **3.1.3. Applicable Laws**

The Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Service Provider, as well as the Personnel and agents of the Service Provider and any Sub-Service Provider, comply with the Applicable Laws.

### **3.2. Conflict of Interest**

The Service Provider shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

#### **3.2.1. Service Providers not to Benefit from Commission, Discounts etc.**

The remuneration of the Service Providers pursuant to Payment Terms specified in RFP SECTION IV hereof shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services and, the Service Providers shall not accept for their own



benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Service Providers shall use their best efforts to ensure that any Sub-Service Providers, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.2.2. Service Providers and Affiliates not to engage in Certain Activities**

The Service Provider shall hold the iCEM's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

The clause shall not prohibit the Service Provider to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities. However, in such cases the Service Provider agrees to a professional responsibility to maintain the confidentiality of Client information.

### **3.2.3. Confidentiality**

The Service Providers, their Sub-Service Providers and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or iCEM's business or operations without the prior written consent of iCEM, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority.

### **3.3. Liability of the Service Provider**

**3.3.1.** The Service Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

**3.3.2.** The Service Provider shall, subject to the limitation specified in Clause **Error! Reference source not found.**, be liable to iCEM for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

**3.3.3.** Notwithstanding anything to the contrary, the aggregate maximum liability of the Service Provider under this Contract shall not exceed the fees received by the Service Provider under this Contract (including all types of liabilities).

**3.3.4.** The Services in this assignment shall not be deemed investment, legal, regulatory, tax, accounting or other regulated advice. Service Provider does not supplant the Client's management or other decision-making bodies. While the Service Provider does not guarantee results, it agrees to make the best efforts to achieve the same. iCEM remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules, and regulations. Neither party shall be responsible for any lost profits. Beyond the limits of liability set in the Agreement, neither party will be liable for any indirect, consequential, incidental, punitive or special damage

### **3.4. Accounting, Inspection and Auditing**

(i) The Service Providers shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to iCEM as and when requested



by iCEM.

- (ii) Any such inspection shall be subject to prior notice and conducted within reasonable office hours and limited to working papers and files relating to the assignment. Nothing herein shall obligate the Service Provider to disclose to The Employer any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with Service Provider's business, payroll information, or information or material that constitute, in the opinion of Service Provider's legal counsel, legally privileged documents or information that Service Provider is bound to maintain as confidential by written obligation to a third party

### **3.5. Service Providers' Actions requiring the Employer's prior Approval**

The Service Providers shall obtain iCEM's prior approval in writing before taking any of the following actions:

- (i) appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;
- (ii) entering into a subcontract for the performance of the Services as per provision of RFP.
- (iii) any other action that may be specified by iCEM during the course of this Contract.

### **3.6. Reporting Obligations**

The Service Providers shall submit to iCEM the reports and documents specified in TOR specified in RFP SECTION II, within the time periods set forth in the said Clause.

### **3.7. Documents Prepared by the Service Providers to be the Property of iCEM**

- (i) All plans, drawings, specifications, designs, documents, reports, frameworks, software, databases, content and documents prepared by the Service Providers solely in performing the Services under this Contract shall become and remain the property of iCEM, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents to iCEM, together with a detailed inventory thereof.
- (ii) Any pre-existing Intellectual Property Right (IPR) developed by the Service Provider independent of the Contract, including know-how, questionnaires, assessments, modules, courses, frameworks, software, algorithms, databases, content, models, industry perspectives, designs, etc. ("Service Provider Tools"), for which the Service Provider at the time of signing of this Agreement has a legal right, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification will be and remain owned by the Service Provider including any and all derivative works, modifications or enhancements of the same made before, during, and after the Contract. To the extent the Deliverables under this Contract include any Service Provider Tools, the Service Provider hereby grants iCEM a non-exclusive, non-transferable, non-sub licensable, worldwide, royalty-free license to use and copy the Service Provider Tools solely as part of the deliverables. iCEM agrees that, without Service Provider's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Service Provider Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Service Provider Tool or Deliverable.



- (iii) All reports and recommendations and general correspondence from the service provider to the Client prepared by the service provider under this Contract shall be in the English language. The service provider shall submit reports as per Section-2 & 4 of RFP.

### **3.8. Equipment and Materials Furnished by ICEM**

Equipment and materials made available to the Service Providers by ICEM, or purchased by the Service Providers with funds provided by ICEM, shall be the property of ICEM and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Providers shall make available to ICEM an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with ICEM's instructions. While in possession of such equipment and materials, the Service Providers, unless otherwise instructed by ICEM in writing, shall insure them at the expense of ICEM in an amount equal to their full replacement value.

### **3.9. Accuracy of Documents**

- (i) The Service Provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 1.3.4, it shall indemnify ICEM against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Service Provider or arises out of its failure to conform to good industry practice. The Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.
- (ii) Notwithstanding anything, the Service Provider will have no obligation to independently verify information provided by ICEM or their service providers.
- (iii) The Employer acknowledges and agrees that Service Provider shall not provide professional legal, accounting, or tax advice. However, the Service Provider agrees to peruse and assess the legal and regulatory provisions and framework in so far as they are required to carry out the main task as per the scope of work of this RFP. This will include perusal, if so, required of contracts entered into by ICEM with its vendors and partners.

### **3.10. Insurance to be taken out by the Service Provider**

- (i) The Service Provider shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or Service Provider's own standard practices during the Contract Period insurance (the "Insurance"). At the Employer's request, the Service Provider shall provide evidences of insurance covers or a certificate of all insurances maintained on request of the Employer.
- (ii) The Service Provider shall indemnify the Employer for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-service Provider/specialist deployed by the Service Provider to perform scope of work specified under this Contract.
- (iii) The Employer undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the

Service Provider or its sub-contractors / sub Service Providers / specialists associated with the Service Providers for the purposes of the Services, nor for any member of any such person

#### **4. SERVICE PROVIDER'S PERSONNEL**

##### **4.1. General**

The Service Provider shall employ and provide such qualified and experienced Personnel as specified in clause 1.5.2 (i.e. Technical Marking System) of SECTION III of this RFP and as may be required to carry out the Services.

##### **4.2. Deployment of Personnel**

- a) The designations, names and other particulars of each of the Service Provider's Key Personnel required in carrying out the Services are described in Technical Marking System of this RFP which is listed in Schedule\_\_\_\_\_.
- b) The Key Personnel listed in Schedule\_\_\_\_\_ of the Agreement are hereby approved by iCEM. No other Key Personnel shall be engaged without prior approval of iCEM.
- c) If the Service Provider hereafter proposes to engage any person as Professional Personnel, it shall submit to iCEM its proposal along with a CV of such person in the form provided at Annexure of the RFP. iCEM may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Service Provider may propose an alternative person for iCEM's consideration. In the event iCEM does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this, it shall be deemed to have been approved by iCEM.
- d) The service provider's team are expected to be based out of Gujarat in order to undertake meetings, site visits for the required activities as per the scope of work and carryout approval processes in order to execute the scope of work. The service provider's team may work from their offices for remaining work other than meetings, site visit and approval process for executing the scope of work.

##### **4.3. Substitution of Personnel**

iCEM expects all the Key Personnel as specified in the Proposal and Technical Marking section to be available during implementation of the Agreement. iCEM will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Service Provider. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of iCEM.

##### **4.4. Staffing**

- a) The person designated as the Team Leader key personnel of the Consultant's Personnel as specified in Technical Marking System shall be responsible for the coordinated, timely and efficient functioning of the Personnel and shall be responsible for day-to-day performance of the Services.
- b) The Consultant shall deploy additional resources if it is required to perform Scope of Services specified in this this RFP.

#### 4.5. Sub-contracting

The sub-contracting of entire TOR by the Service Provider is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the Service Provider may engage sub-Service Providers under intimation to the Employer. Sub-contracting does not absolve the Service Provider from its obligations provided in this Agreement.

### 5. OBLIGATIONS OF iCEM

#### 5.1. Assistance in study

Unless otherwise specified in the Agreement, iCEM shall make best efforts to ensure that iCEM shall:

- a) issue to officials, agents and representatives of iCEM all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### 5.2. Payment

In consideration of the Services performed by the Service Provider under this Agreement, iCEM shall make to the Service Provider such payments and in such manner as is provided in Clause 6 of this Agreement.

#### 5.3. Documents and Other Support

iCEM will provide all necessary information/documents/data/ previous Technical studies, which are available with iCEM subject to internal and external confidential requirements. If necessary, a Non – disclosure Agreement will be signed.

iCEM shall facilitate followings to the extent possible for the study

- Interviews with departmental heads
- Site visits of project facilities
- Meetings with top management
- Documents/ study reports available with iCEM

### 6. PAYMENT TO THE SERVICE PROVIDER

The Employer shall make payment to Service Provider as per the terms specified in SECTION IV of RFP.

### 7. LIQUIDATED DAMAGES AND PENALTY

#### 7.1. Performance Security

- (a) For securing the due and faithful performance of the obligations of the Service Provider under this agreement, during the Agreement Period, the Service Provider, has in terms of the RFP and letter of award furnished to iCEM the required Performance Security dated \_\_\_\_ of amount \_\_\_\_ drawn in favour of “\_\_\_\_\_” from \_\_\_\_ Bank in the form of Bank Guarantee/DD and valid till \_\_\_\_\_ and admissible and payable at



Ahmedabad branch, the receipt & veracity of which, is hereby acknowledged by iCEM (the “Performance Security”).

- (b) The Service Provider shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“Validity Period”). The Service Provider shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period and thereafter until expiry of three months from end of Contract Period. In case Contract Period is extended then the Service Provider shall have to renew Performance Security for a period of extended Contract Period.
- (c) iCEM shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - (i) In the event iCEM requires to recover any sum due and payable to it by the Service Provider including but not limited to Damages; and which the Service Provider has failed to pay in relation thereof; and
  - (ii) In the event of the Service Provider’s breach and if such breach is not cured with the remedial period as per the terms of the Agreement.
  - (iii) If the Service Provider fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
- (d) Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Service Provider shall, within the time so granted replenish or furnish to iCEM a fresh Performance Security as aforesaid, failing which the same shall constitute a Service Provider’s breach and entitle the Employer to terminate this Contract in terms hereof.
- (e) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Service Provider without any interest, provided the Service Provider is not in default of the terms hereof and there are no outstanding dues of iCEM with the Service Provider.

## **7.2. Liquidated Damages**

### **7.2.1. Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Service Provider and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the consequential damages thereof shall be quantified by iCEM in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of the 10% of Agreement Value/Contract Price/Service Provider’s Fees for the Project.

### **7.2.2. Liquidated Damages for delay**

In case of delay solely attributable to the Service Provider in completion of milestone as specified in TOR, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Milestone Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the



Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Service Provider, suitable extension of time shall be granted.

The service provider shall not be responsible for the delay due to Election, Natural calamity, Force Majeure, and reasons not attributable to the service provider. Occurrence of such events shall be excluded from the timeline of milestones and calculations of Liquidated damages. However, the Agency shall take all precautions to adhere to the timeline.

### **7.2.3. Encashment and appropriation of Performance Security**

iCEM shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 1.7.2.

**7.2.4.** In order to be able to perform the Services within the agreed timeframe and budget and to fulfil its responsibilities on a timely basis, Service Provider will rely on the iCEM's timely cooperation, including the iCEM making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the iCEM and the iCEM notifying Service Provider of any issues or concerns the iCEM may have relating to the Services. During the course of the Services, priorities may shift, or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and agree on any appropriate adjustments, including to the scope of work, timeframe and budget.

### **7.3. Penalty for Deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of iCEM and such deficiencies not cured within the reasonable cure period granted by the Employer then the Employer may initiate penal actions as permitted under law.

## **8. FARENESS AND GOOD FAITH**

### **8.1. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

### **8.2. Operation of Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 1.8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## 9. DISPUTE RESOLUTION

### 9.1. Amicable Solution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by iCEM and Service Provider in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to committee of two senior executives of each the Employer and the Service Provider, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert
- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expense pertaining to Dispute Review Expert shall be divided equally between iCEM and the Service Provider. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

### 9.2. Arbitration

#### (a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 1.9.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

#### (b) Place of Arbitration

The place of arbitration shall be Ahmedabad. The Language of the Arbitration shall be in English only.

#### (c) Procedure

The procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

#### (d) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral



award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction in Ahmedabad only.

**(e) Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by Party.

**9.3. Performance during Dispute Resolution**

Pending the submission of and/or decision on a Dispute, difference or claim or until the amicable solution or arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such solution or award.



## SECTION IV: ANNEXURES

### Annexure 1: Letter of Bid Submission

Dated:

To,

**The CEO**

**International Center of Excellence in Mining Safety & Automation (iCEM)**

Rajkot Highway, Opp Kensville Golf Resort, Devdholera,

Dist.: Ahmedabad, Ta: Bavla, Gujarat 382455

**Subject: Submission of Bid for RFP for Selection Of Technical Service Provider For Feasibility Study On Producing Blue Hydrogen and other downstream products from Gasification of Lignite**

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid as follows.

**A. Physical submission of**

- (i) **Technical Bid – Pre-Qualification and Qualification documents and**
- (ii) **RFP Fee and EMD as per the requirement of the RFP**

**B. Online submission of Price Bid: Price Quote per the provisions of RFP.**

We are submitting our Bid in individual capacity. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Bid/Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the consulting services related to the assignment not later than the period specified in the RFP.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



**Annexure 2: Bidder’s Organization and Experience**

**[To be provided by Bidder]**

**A – Bidder’s Organization**

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet above requirements, the Bidder may submit any of the following documentary evidences as applicable. Certificate of registration in India along with RBI approval certificate, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]

**B – Bidder’s Experience**

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Assignment/job similar to the ones specified in Technical Marking system set forth in the RFP (If possible, the Bidder shall specify exact assignment / job for which experience details may be submitted)]

<b>Name of Employer:</b>	
Details of Public Sector/Pvt sector Employer	
Address:	
Country:	
Location within country:	
Assignment/job name	
Description of Project/Assignment	
Approx. value of the contract (in Rupees):	
Duration of Assignment/job (months):	
Total No of staff-months of the Assignment/job:	
Start date (month/year):	
Completion date (month/year):	
Name of associated Service Providers, if any:	
No of professional staff-months provided by associated Service Providers:	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment / job provided by your staff within the Assignment / job:	

**Note:** Relevant portion of Work Order/contract/Client completion certificate to be submitted.



### **Annexure 3: Comments and Suggestions on the Terms of Reference and Facilities to be provided by the Employer**

#### **A – On the Terms of Reference**

[Make here any comments / suggestions to the Terms of Reference to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Bid/Proposal.]

#### **B – On Inputs and Facilities to be provided by the employer**

[Comment here on Inputs and facilities to be provided by iCEM]



#### Annexure 4: Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR

Technical approach, methodology and work plan are key components of the Technical Bid/Proposal. Bidders are suggested to present their Technical Proposal divided into the following three chapters:

- a) Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) **Approach and Methodology**

As per the Technical Marking system

- b) **Work Plan:** In this chapter, Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including report to be delivered as final output, should be included here.

- c) **Organization and Personnel:** In this chapter, the Bidder should **propose and justify** the structure and composition of proposed team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the RFP is an indicative minimum requirement. The Bidder should assess the specific and realistic manpower with reference to TOR



**Annexure 5: Team Composition and Task Assignments**

**Staff Position as specified in Technical Marking criteria**

Sr. No.	Name of Staff	Proposed Position	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Years of Experience (i)Total Exp. & (ii) sector experience	Position and Task Assigned to this Job/Assignment	Any other details	CV Details with signature
1.									
2.									
3.									

**Backstopping / Support Staff (if any)**

Sr. No.	Name of Staff	Position Assigned	Education Credentials and Area of Expertise	Position and Task Assigned to this Job/Assignment	CV Details with signature
1.					
2.					
3.					



### Annexure 6 : Curriculum Vitae (CV) for Proposed Experts (Suggested format)

*(Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV)*

1. Proposed Position in the assignment:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:  
From [Year]: To [Year]:  
Employer:  
Positions held:  
Sector:
10. Total Experience (Years): \_\_\_\_\_ (details to be given in point no 13)
11. Mineral/Mine Sector Experience (Years): \_\_\_\_\_ (details to be given in point no 13)
12. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned  
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks Listed under point 12. List of the assignment below should also match sr. no 10 and 11]
  - (i) Name of Assignment/job or project:
  - (ii) Year:
  - (iii) Location:
  - (iv) Employer:
  - (v) Main project features:
  - (vi) Positions held:
  - (vii) Activities performed:
  - (viii) Sector:



14. Any other Information (relevance of experience, relevance of qualification etc)
15. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- I. This CV correctly describes my qualifications and my experience.
- II. I am not employed by the Executing /Implementing Agency.
- III. I am/I am not in regular full-time employment with the Bidder
- IV. I am willing to work on the project and I will be available for entire duration of the project assignment as per task assigned to me.
- V. I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae data correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.
- VI. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:



**Annexure 7: Turnover Statement**

{On Statutory Auditor’s/ Registered Chartered Accountant’s letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s\_\_\_\_\_. Following is the audited turnover from coal gasification related projects (study / operations), for the last five years.

Years*	Turnover (Rs. Crore)
2018-2019	
2019-2020	
2020-2021	
2021-2022	
2022-2023	

\_\_\_\_\_

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

ICAI Registration No. \_\_\_\_\_



**Annexure 8: No Blacklisting certificate**

**(On a Stamp Paper of Value Rs 300)**

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Bidder are not blacklisted**

**No-Blacklisting Affidavit**

I M/s. .... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually as on the \_\_\_\_\_- (Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this .....Day of ....., 202\_.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person



**Annexure 9: Format of power of attorney for authorizing Bidder’s Signatory**

(Relevant **only** if the signatory to this bid is **not** directly authorised to sign this bid through the Company Board’s Resolution or a Partners’ Resolution. In case the Authorised Signatory is directly authorized, please share a copy of the Board / Partners’ Resolution)

**(On a Stamp Paper of Value Rs 300)**

KNOW ALL MEN by these presents that we, ..... [name of the firm], a FIRM incorporated under the \_\_\_\_\_ and having its Registered Office/ office at ..... [Address of the Company firm] (hereinafter referred to as “Company/firm”):

WHEREAS in response to the RFP for \_\_\_\_\_ [Name of the Assignment] (“Project”), the Company/ firm is submitting Bid for the project and iCEM and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint or authorize Mr \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the authorized signatory of the company/ firm in connection with the request for proposal titled (Name of the RFP) RFP Number: \_\_\_\_\_ dated \_\_\_\_\_, issued by the (Name of the other party) (the “RFP”) and to execute and deliver for and on behalf of the Company the RFP documents and to comply with any other requirements connected to or arising from the RFP documents and/or from the RFP process for the firm/company in its name and on its behalf, that is to say:

To act as the Company’s/firm’s official representative for submitting the Bid Comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid RFP;

To RFP documents, receive and make inquiries, make the necessary corrections and clarifications to the Proposal and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the compliance of the requirements with any other requirements connected to or arising from the RFP documents and/or from the RFP process.

<p>The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 20__ in the presence of [name &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the Company/firm of [name of the company]</p>	<p>----- [name &amp; designation of the person]</p> <p>----- [name &amp; designation of the person]</p>
---	---



**Annexure 10: Undertaking**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and we are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Signature  
(Company Seal)

\_\_\_\_\_

In the capacity of duly authorized to sign bids for and on behalf of:

**Signed by**  
**Authorized Signatory with designation**



### Annexure 11: Indicative Format of Price Bid

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <http://www.icemtender.nprocure.com> The Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)

To,

The CEO

International Center of Excellence in Mining Safety & Automation (iCEM)

Rajkot Highway, Opp Kensville Golf Resort, Devdholera,

Dist.: Ahmedabad, Ta: Bavla, Gujarat 382455

**Sub: Our Price Bid for RFP for Selection of Technical Service Provider for Feasibility Study on producing Blue Hydrogen and other downstream products from Gasification of Lignite**

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the iCEM under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

Sr. No.	Particulars	Lumpsum Fees (Rs)
1	Feasibility Study on Producing Blue Hydrogen and other downstream products from Gasification of Lignite as per the scope specified in the RFP.	
	<b>Total</b>	

Notes:

- a. The service provider shall submit invoices upon achieving milestone for awarded part stated in sub clause hereinabove. the Employer shall strive to make the payment within 30 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to contract conditions.
- b. Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by iCEM. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Service provider.
- c. iCEM shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.



- d. If the report submitted by the service provider is not acceptable to the iCEM for any reason, reasons for such non-acceptance should be recorded in writing; the iCEM shall not release the payment due to the service provider. In such case, the payment will be released to the service provider only after it addresses the issue and if required re-submits a corrected / updated/completed report and which is accepted by the iCEM.

Each Bidder must quote his rates after through reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. ***The Employer reserves right to seek any clarifications regarding price quoted from bidders before any decisions.***



**Annexure 12:  
Format for Bank Guarantee for towards Bid security/Earnest Money Deposit**

**(On Non-judicial Stamp paper to be submitted along with submission of bids)**

..... (Name of the Bank)  
Address.....  
Guarantee No.....  
A/C Messrs..... (Name of Bidder)  
Date of Expiry.....  
Limit to liability (currency & amount) .....  
Invitation For Tender No..... Dated..... (bidding document)  
For..... (Name of work)

**Subject: Earnest Money Deposit Bank Guarantee.**

Date.....2024

To,

**The CEO**

**International Center of Excellence in Mining Safety & Automation (iCEM)**

Rajkot Highway, Opp Kensville Golf Resort, Devdholera,  
Dist.: Ahmedabad, Ta: Bavla, Gujarat 382455

Dear Sir,

In consideration of International Center of Excellence in Mining Safety & Automation Ltd (hereinafter called "iCEM") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the iCEM vide Tender No. \_\_\_\_\_ for the work \_\_\_\_\_

(Name of the facilities) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR \_\_\_\_\_ ( \_\_\_\_\_ only) (figure in words).

1. We the \_\_\_\_\_ (Name of Bank) hereinafter referred to as "Bank" having our registered office at \_\_\_\_\_ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified iCEM to extent of INR \_\_\_\_\_ ( \_\_\_\_\_ only) (figures in words) against any losses, damage



- cost, charges and expenses caused to or suffered by or that may be caused or suffered by iCEM by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by iCEM on demand and without demur to the extent aforesaid.
2. We \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR \_\_\_\_\_.
  3. We \_\_\_\_\_ (Name of Bank) further agree that iCEM shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by iCEM on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of iCEM that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by iCEM shall be final and binding on us.
  4. We \_\_\_\_\_ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee.
  5. We \_\_\_\_\_ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
  6. It shall not be necessary for iCEM to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which iCEM may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized. We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by iCEM merely on demand and without demur to the extent aforesaid.



7. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of iCEM in writing.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.
9. The Bank has under its constitution power to give this guarantee and Mr. \_\_\_\_\_ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For \_\_\_\_\_

(Name of the Bank)



**Annexure 13: Format for Bank Guarantee for Performance Security**

**Name of the Bank** :

**Address** :

**Guarantee No** :

**Name of the Consultant** : M/s \_\_\_\_\_

**Date of Expiry** :

**Limit to liability** : Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**Ref:** Tender bearing No. \_\_\_\_\_

**Subject: Bank Guarantee towards Security Deposit.**

Date.....2024

To,

**International Center of Excellence in Mining Safety & Automation (iCEM)**

Rajkot Highway, Opp Kensville Golf Resort, Devdholera,

Dist.: Ahmedabad, Ta: Bavla, Gujarat 382455

Dear Sir,

In consideration of International Center of Excellence in Mining Safety & Automation (hereinafter called "iCEM") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt **M/s** \_\_\_\_\_ (hereinafter called "Consultant/Service Provider") from demand under the terms and conditions of "Technical Bid Document" ( hereinafter called the said "Bidding Document") issued by the iCEM vide Tender \_\_\_\_\_ . The present Bank Guarantee is towards Security Deposit (SD)/Performance Security of Bid in terms of Clause No. \_\_\_\_ of Part – \_\_\_\_ of the afore-said bidding document for the due fulfillment by the Consultant/Service Provider of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for **Rs** \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

1) We the \_\_\_\_\_ (Name of the Bank) hereinafter referred to as "Bank" having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified iCEM to extent of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by iCEM by reason of any breach or breaches by the Consultant of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by iCEM on demand and without demur to the extent aforesaid



- 2) We \_\_\_\_\_ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Bidding Document by reason of the Consultant's failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
- 3) We \_\_\_\_\_ (Name of the Bank) further agree that iCEM shall be the sole judge of and as to whether the Consultant has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by iCEM on account hereof to the extent of the Bid Security required to be deposited by the Consultant in respect of the said document and the decision of iCEM that the Consultant has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by iCEM shall be final and binding on us.
- 4) We \_\_\_\_\_ (Name of the Bank) undertake to pay to the iCEM any money so demanded notwithstanding any dispute or disputes raised by the said Consultant (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said Consultant (s) shall have no claim against us for making such payment.
- 5) We \_\_\_\_\_ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Consultant and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) we shall be discharged from all liability under this guarantee thereafter.
- 6) We \_\_\_\_\_ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant or for any forbearance act or omission on your part or any indulgence by you to the said Consultant or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.
- 7) We \_\_\_\_\_ (Name of the Bank) further undertake to unconditionally pay the amount claimed by iCEM merely on demand and without demur to the extent aforesaid.



- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of iCEM in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said consultant.
- 10) The Bank has under its constitution power to give this guarantee and Mr. \_\_\_\_\_ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For \_\_\_\_\_

(Name of the Bank)



**Annexure 14: List of Approved Banks for EMD and Performance Security if Bidder intends to submit Bank Guarantee**

Finance Department, Government of Gujarat's GR for the list of Approved Banks is as follows:

Acceptance of Bank Guarantee as  
Security Deposit and Earnest  
Money Deposit.

**Government of Gujarat**

**Finance Department**

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

Date: 21/04/2023

Read: FD GR. No.: EMD/4/2022/0002/DMO Dt. 20/05/2022

**Preamble:**

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above read resolutions of this department dated 20/05/2022.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

**Resolution:**

Government Departments and State Government Boards / Corporations / PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.

  
(S. Chhakchhuak)

Additional Secretary (Budget)  
Finance Department



## Annexure I.

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

Date: 21/04/2023

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

❖ **All Nationalized Banks**

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

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

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

  
(S. Chhakchhuak)

Additional Secretary (Budget)  
Finance Department

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