



**Request for Proposal  
for  
Selection of Owner's Management Consultant for  
Operationalization and Commercialization of GMDC's  
Kadipani Expansion Project (KEP)**

**March 2025**

**RFP NO.: GMDC/KEP/69/2024-25**

**Gujarat Mineral Development Corporation Limited**  
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Ahmedabad- 380052, India



## DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called “Authority”/ “GMDC”) to the Bidder interested in assisting GMDC in Operationalization and Commercialization of GMDC’s Kadipani Expansion Project (KEP) by acting as Owner’s Management Consultant.

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, GMDC 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, in the information provided, or those in any documents, implied or referred herein. It is suggested that 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 GMDC 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. GMDC 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).

GMDC 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. GMDC 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 cancel the RFP and selection process at any time during the bidding process without giving any reason and may also decline to discuss the Project further with any party submitting a Proposal. No reimbursement of the 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 GMDC 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. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Limited who shall appoint the Service provider for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate registered in India which submits the bid including paying the RFP Fees and Bid Security/EMD as per the terms of this RFP within the stipulated time. It should be either Limited Liability Partnership firm registered under LLP act or a Company under the India Companies Act 1956/2013.
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/ OMC/ OMC Consultant”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting in preparing Growth and Operations Optimization Initiatives for GMDC as per the Scope of Work.
6. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned work. A Consortium is not permitted to participate in this Project/Assignment as per the criteria specified in clause 5.1.
7. **“Agreement/Contract”** is the agreement to be entered into between ‘Gujarat Mineral Development Corporation (GMDC)’ and ‘OMC Consultant’ comprising of all terms and conditions stated in this RFP.
8. **“Corrupt Practice”** shall have the meaning ascribed thereto under clause 8 of SECTION III this RFP.
9. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION III.
10. **“Fees/Service Charges/Service Fees”** shall mean the charges payable by GMDC for the Services rendered by the Service provider.
11. **“Composite Score”** shall mean score obtained by Service provider as per the formula provided in clause 5.5.
12. **“Contract Price”** shall mean the Service Fees as specified in Letter of Award issued by GMDC to the Service provider.
13. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION III
14. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION III



15. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION III. All Bidders are exempted from the submission of EMD/ Bid Security.
16. **Financial Score** shall mean score obtained by the Bidder as per the formula provided in clause 5.4 of SECTION III.
17. **Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION III.
18. **“Parties”** means the parties to the Agreement and “Party” means either of them, as the context may admit or require.
19. **“Preferred Bidder “**shall have a meaning specified in clause 6.4 (ii) of RFP SECTION III.
20. **“Successful Bidder”** means the Preferred Bidder selected in terms hereof and to whom GMDC 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.
21. **“Terms of Reference/Scope of Work”** means all activities as per the Terms of Reference or Scope of Work mentioned in Section II of this RFP which the Service provider is required to carry out as per Good Industry Practice.
22. **Technical Score** shall mean score obtained by the Bidder as per the Technical Score system provided in clause 5.2 of RFP SECTION III.
23. **“Third Party”** means any Person other than GMDC 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

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading Public Sector Mining and Minerals Company of Gujarat with operational experience of over 60 years. GMDC's product portfolio spans across mining, value added products and power. Its power portfolio includes clean energy sources such as solar and wind besides thermal power.

GMDC's mining activities are spread across Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chhotaudepur districts of the State. It is currently mining minerals like Lignite with five operational lignite mines, Bauxite (11 operating mines), Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. GMDC also value adds to minerals through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, Beneficiation of Low-Grade Manganese and Beneficiation of Fluorspar. The Company has set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, Wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbala, Rojmal and Solar Power plant of 5 MW at Panandhro Project. GMDC's existing Metallic mineral portfolio includes Fluorspar, Manganese, Bauxite, and Multimetals in addition to other associated minerals like silica sand, Bentonite, Ball Clay and Limestone.

GMDC has undertaken a strategic transformation exercise over the last few years with a view to achieve growth milestones, diversity its product portfolio, leverage existing assets, provide inputs to the industry and contribute to the growth of the state's economy. As part of its strategic transformation exercise, GMDC is already in the process of expanding its mining operations by setting up six new lignite- based projects in Kutch and South Gujarat. Further, GMDC through its metal division also intends to expand and develop metal mining portfolio by developing existing metal mining projects and exploring new opportunities in metal mining sector in India. A number of other projects are in the pipeline based on identified thrust areas. Leveraging its capabilities in lignite thus, one of the key strategic diversifications for GMDC is in the area of domestic coal mining, where it would like to access domestic coal mostly occurring in the eastern part of India. As part of this strategy, it has participated in auctions of commercial blocks conducted by the Ministry of Mines, Government of India. GMDC won the bids for Burapahar block, the Baitarani West coal block and more recently at Kudanali Lubri block, (all blocks in the state of Odisha in India).

GMDC has been nominated by Government of India as a prospective lessee over an area of 190 ha in Ambadonger region of Chhota Udaipur district in Gujarat for mining of minerals. For this purpose, GMDC is in the process of project development in the name of Kadipani Expansion Project (KEP). Under this RFP, GMDC intends to appoint the Service Provider who acts as "Owners Management Consultant (OMC)" that will support GMDC in operationalization and commercialization of its KEP Project.



The duration of this assignment is one year from the Commencement Date subject to extensions as specified in relevant RFP provisions. The Commencement date shall be seven (7) days from the date of signing of Agreement. Details are specified in the RFP.

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

### 1. Scope of Work

The Scope of Work of the OMC Consultant/ Service Provider is divided into below mentioned Parts. The Scope pertaining to each of Part 1 and Part 2 shall be undertaken parallelly.

- Part 1: Program Management.
- Part 2: Implementation support for Operationalisation and commercialisation of KEP Project through Market engagement and transaction advisory support.

The Scope of work for Part 1 and Part 2 is elaborated further.

#### 1.1 Part 1: Program Management

The OMC Consultant shall undertake Part 1 of the Scope on continuous basis during the Contract Period. The OMC Consultant shall deploy at least one resource (i.e. Program Management Expert) for undertaking scope pertaining to Part 1 only. This resource shall exclusively work on the Part 1 of the Scope of Work and not be deployed for executing the Scope of Work for Part 2 of the Scope. GMDC shall make monthly payment for Part 1 of the Scope during the Contract Period.

Tasks for the program management are summarised below.

- A. Preparation of Project Schedule for Operationalization and Commercialization of KEP Project
- B. Organization building
- C. Overall program management

Each of above tasks are further elaborated below.

#### **A. Preparation of Project Schedule for Operationalization and Commercialization of KEP Project**



### **(i) Review of status of Project**

- Review of status of project in terms of project details, studies completed, documents and any other preparation work already in progress relating to the project.
- Review of existing implementation plan and broad project schedule.

### **(ii) Preparation of Project schedule**

- Identify sub tasks / sub activities through work breakdown structure in below mentioned broader areas for operationalization and commercialization of KEP Project.
  - Nature of further technical studies required
  - Nature of approvals (EC, FC, Land acquisition any other legal/ regulatory approvals) required.
  - Activities pertaining to commencement of mining operations
  - Activities pertaining to commencement of REO beneficiation plant and separation plant.
  - Activities pertaining to operationalization of Downstream/ Offtaker Hub
  - Activities pertaining to implementation of Support infrastructure at mine and offtaker's hub.
  - Staffing plan with identification of appropriate skilled resources required. Prepare recruitment calendar to align it with the operationalization schedule.
- Develop timeline for each of above developed sub activities in consultation with GMDC. The detailed project schedule shall be prepared in terms of working out the detailed stages and timeline for preparation and implementation of the subtasks including a Baseline Schedule, critical path and dependencies to meet the schedule.

### **(iii) Risk identification and mitigation strategy**

- Prepare a Risk Mitigation Plan for each sub activity/ sub tasks by developing risk register with key risks, classification and mitigation measures in order to timely operationalization of KEP Project.

### **(iv) Capex prioritization schedule based on project schedule**

- Prepare detailed capex requirement schedule corresponding to each of the sub activity/ sub task of detailed Project schedule.



- Assist GMDC in the preparation of yearly Budget in order for GMDC to ensure funds availability for timely execution of sub tasks / sub activities as per the project schedule.
- The capex schedule shall be updated regularly based on updated information.

## **B. Organization building**

### **(i) Organisation structure and hiring plan**

- Support in developing organization structure for GMDC for KEP Project asset operations and management including key capabilities, roles and responsibilities and manpower requirements.
- Support development of the two years hiring plan for the organization, focusing on top management hiring in year 1 and operations focused manpower in year 2 .
- Support GMDC in executing the hiring plan including interactions with recruitment agencies & academic institutions to fulfil the requirements as per the hiring plan.

### **(ii) Research Hub**

- Support in developing conceptual design for research hub with focus on process improvements and innovations for the KEP Project assets.
- Define the operating model, organization structure and key capabilities for the research hub.

## **C. Overall program management**

- (i) Assist in tracking progress for land acquisition and other regulatory approval processes.
- (ii) Consolidate inputs from works of all Consultants, Service Providers & vendors of various modules of the project in close coordination with the Project Team for seamless execution.
- (iii) Establish Project Review and Monitoring Process to ensure focus on project progress and issue resolution. Conduct regular Project Update Meetings / Reviews of Project Progress at various levels in consultation with Project team, appointed vendors and relevant stakeholders.
- (iv) Support GMDC team in making presentation to senior management on monthly basis on project progress.
- (v) Support GMDC team in preparing various Note of Approval for various approvals pertaining to the Project
- (vi) Undertake Contract admiration with respect to monitoring the contractual obligations of various vendors, consultants and Service providers appointed for the operationalization



and commercialization of KEP Project assets. Support GMDC in resolving any contractual issues that may arise during the course of implementations.

- (vii) Monitor detailed key activity/ KPI/ milestone and analyze progress data w.r.t cost & schedules, and thus, help proactively identify potential problems/setbacks, risks and suggest mid-course correction and mitigation measures to ensure timely delivery of the projects.
- (viii) Undertake comprehensive monitoring and tracking of project progress with below mentioned activities by preparing functional tracker.
  - Monitoring and tracking of progress of detailed subtasks / activities vis a vis Project Schedule for such activities.
  - Monitoring and tracking progress of progress for land acquisition and other regulatory approval processes vis a vis project schedule for such activities.
  - Monitoring and tracking progress of appointments of various vendors/ contractors/ Service providers vis a vis Project Schedule for such activities.
  - Monitoring and tracking progress of appointments of implementation of various activities/ sub tasks/ sub projects vis a vis Project Schedule for such activities.
  - Monitoring and tracking progress of various contracts implemented/ being implemented for the operationalisation of KEP project.

Identify cause of delay/ bottlenecks/ dependencies with respect to above mentioned activities.

- (ix) Undertake timely inputs and follow ups for interlinked /dependent activities between stakeholders and Put efforts in proactively conveying cause of bottleneck/ delay in any activity as well as suggesting remedial measures to recoup such delay removing bottlenecks to relevant stakeholders. The OMC consultant shall be responsible for push through the Project.
- (x) Support implementation of strategies/catch-up plans to mitigate time/ cost overrun.
- (xi) Prepare fortnightly report including project status, prevalent issues and corrective actions.
- (xii) Prepare fortnightly/ monthly report elaborating progress against plan, risks, corrective actions and results of risk mitigatory measures taken previously, for all project areas (Mining Operations/ Separation & Beneficiation/ Downstream Offtaker Hub/ Support Infrastructure)
- (xiii) Support GMDC in update presentations /interactions with key government entities.

## **1.2 Part 2: Implementation support for Operationalisation and commercialisation of GMDC's KEP Project assets through Market engagement and transaction advisory support.**



The Service provider/ OMC consultant shall assist GMDC in transaction advisory related scope for below mentioned tentative areas.

- (a) Technical consultant for Project feasibility study and any other technical study which may be required
- (b) Technical PMC
- (c) Mining contractor for Mining Operations
- (d) EPC player for construction of Beneficiation plant
- (e) EPC player for construction of Separation plant
- (f) O&M service provider for O&M of beneficiation plant as well as Separation plant.
- (g) Contractors for the construction of support infrastructure.
- (h) Appointment of tenants for Downstream/ Offtaker Hub and assistance in finalizing offtake agreements.

#### **A. Common Scope pertaining to appointment process of vendors/ service providers**

The common scope of transaction advisory for each of above items are specified below.

- (i) **Benchmarking:** Benchmark operating model used by various Indian and global firms with respect to mining operations, beneficiation, separations plants, support infrastructure and develop learnings for GMDC for its KEP Project assets.
- (ii) **Operating Model:** Define operating model options for GMDC
- (iii) **Preliminary Market Engagement (ME1):** Prepare vendor universe and conduct preliminary market engagement with international and domestic players to engage with to gauge capability, interest, Scope of Work and the business model / commercial model for strategic partnerships.
- (iv) **Preparing comprehensive bid strategy**
  - Revise / update operating model for execution based on market feedback.
  - Develop detailed scope of work and implementation timelines.
  - Develop comprehensive bid strategy including the type of bidding process (single stage/ two stage), key contractual terms and evaluation methodology (both technical and commercial with appropriate QCBS evaluation criteria/ L1 based criteria/ Auction/ Reverse auction etc.) to ensure selection of suitable vendor.
- (v) **Extensive Market engagement (ME2) and preparation of RFP**
  - Conduct extensive market engagement (ME2) to engage with all interested players.



- Gather inputs/ suggestions to be incorporated in RFPs to minimize bid process and evaluation timelines.
- Encourage mutual collaboration and participation in bid processes.
- Prepare RFPs for selection of vendors for each package in line with the finalized operating model, qualification criteria, including roles and responsibilities of partner(s) and GMDC, key markers for performance, deliverables, milestones, guarantees/warranties, payment terms, KPIs/SLAs ,associated liquidated damages and incentive structure , Contract Conditions and tender submission forms.
- Interact daily with GMDC officials as per requirement.
- Support GMDC team in conducting discussions with management and appraise on progress of RFP process.

**(vi) RFP launch and bid process management**

- Launch RFPs and conduct engage with potential bidders to maximize participation in RFP.
- Support GMDC in bid process management including pre-bid meetings, bid query resolution, facilitation of technical presentations and submission of the eports as needed.
- Prepare responses to queries and corrigendum/ addendum document and engage with potential bidders to ensure timely submission of bids.
- Managing subsequent changes and to prepare corrigendum, if any.
- Assist GMDC in evaluation of bids as per defined criteria, obtaining clarifications from bidders, and in selection of preferred bidder(s) for each package.
- Develop bid evaluation reports including technical, commercial and composite scores.
- Support GMDC in obtaining requisite approvals from key stakeholders for issuing LoA to preferred partner(s)/ Vendor (s)/Service Provider (s) .
- Prepare and submit draft LOA and draft Contract for each package.
- Support GMDC team in conducting discussions with management and appraise on progress of RFP process.

**B. Specific Scope pertaining to appointment process of vendors/ service providers**

In addition to common tasks specified hereinabove, the Service provider/ OMC shall also undertake the specific scope items as below.

Activity areas	Specific Scope item
Appointment of Technical consultant for Project feasibility study and any other technical studies	<ul style="list-style-type: none"> <li>● GMDC is in process of conducting Pre-feasibility study for beneficiation plant. The inputs so received shall be used for the preparation of Feasibility study. The OMC consultant shall carry out the transaction advisory for the selection of competent firm as per the scope of work specified in clause 1.2 (A) for undertaking feasibility study.</li> </ul>



	<ul style="list-style-type: none"> <li>• GMDC is also in process of conducting various technical studies obtaining approvals for EC &amp;FC, infrastructure planning, Geo-tech study, architecture firm for township development etc. GMDC is also preparing Mining plan. The Service Provider shall need to identify any further studies required as may be required. The Service Provider shall engage with vendors and undertake transaction advisory for any additional studies which may be necessary in operationalizing the Beneficiation Operation.</li> </ul>
Appointment of Technical PMC	<ul style="list-style-type: none"> <li>• Technical PMC for preparing detailed design for beneficiation and separation plant, bills of material and undertaking design inspection.</li> <li>• Prepare RFPs for selection of PMC consultant in line with the finalized operating model, including clear scope of work, roles and responsibilities of partner(s) and GMDC, key markers for performance deliverables, milestones, guarantees/warranties, payment terms, KPIs/SLAs and associated liquidated damages and incentive structure.</li> <li>• The Service Provider shall prepare RFPs and undertake transaction advisory work based on the clause specified in 1.2 (A).</li> </ul>
Appointment of contractor for Mining Operations	<ul style="list-style-type: none"> <li>• Benchmark operating model used by various Indian and global mine owners, including REE miners, and develop learnings for GMDC for its KEP Project assets.</li> <li>• Define operating model options for GMDC (e.g. end-to-end single vendor MDO /partial MDO / outsourcing to mining contractor etc.), detail out pros and cons and recommend the optimal operating model.</li> <li>• Prepare vendor universe, conduct market engagement, prepare RFP and undertake transaction advisory as per the scope of work specified in clause 1.2 (A)</li> </ul>
Appointment of EPC player/s for construction of Beneficiation plant	<ul style="list-style-type: none"> <li>• Benchmark operating model used by various beneficiation units in REE and similar mining players and recommend optimal operating model for GMDC.</li> <li>• Develop the package strategy (i.e single vendor/ multiple vendor) based on the vendor capability and market interactions.</li> <li>• Develop scope of work, implementation timeline, KPIs for each work package(s) across the project lifecycle for beneficiation assets (engineering, procurement, construction and commissioning, operations &amp; maintenance) in consultation with Technical PMC.</li> <li>• Prepare RFP(s) in line with the finalized operating model, including clear scope of work, roles and responsibilities of partner(s) and GMDC, key markers for performance, deliverables, milestones, guarantees/warranties, payment terms, KPIs/SLAs and associated liquidated damages and incentive structure.</li> <li>• The OMC shall undertake transaction advisory as per the scope of work specified in clause 1.2 (A).</li> </ul>
Appointment of EPC player for construction of Separation plant	<ul style="list-style-type: none"> <li>• Benchmark operating model used by various separation units in REE and similar mining players and recommend optimal operating model for GMDC.</li> </ul>



	<ul style="list-style-type: none"> <li>• Develop the package strategy (i.e single vendor/ multiple vendor) based on the vendor capability and market interactions.</li> <li>• Develop scope of work, implementation timeline, KPIs for each work package(s) across the project lifecycle for beneficiation assets (engineering, procurement, construction and commissioning, operations &amp; maintenance) in consultation with Technical PMC.</li> <li>• Prepare RFP(s) in line with the finalized operating model, including clear scope of work, roles and responsibilities of partner(s) and GMDC, key markers for performance, deliverables, milestones, guarantees/warranties, payment terms, KPIs/SLAs and associated liquidated damages and incentive structure.</li> <li>• The OMC shall undertake transaction advisory as per the scope of work specified in clause 1.2 (A).</li> </ul>
<p>Appointment of O&amp;M service provider for O&amp;M of beneficiation plant as well as Separation plant.</p>	<ul style="list-style-type: none"> <li>• Benchmark operating model used various beneficiation units and separation units and recommend optimal operating model for GMDC.</li> <li>• Prepare RFP in line with the finalized operating model, including clear scope of work, roles and responsibilities of partner and GMDC, key markers for performance, deliverables, milestones, guarantees/warranties, payment terms, KPIs/SLAs and associated liquidated damages and incentive structure.</li> <li>• The OMC shall undertake transaction advisory as per the scope of work specified in clause 1.2 (A)</li> </ul>
<p>Appointment of contractors for the construction of support infrastructure.</p>	<ul style="list-style-type: none"> <li>• Develop list of project requirements for supporting infrastructure based on the outcome of PFR , feasibility report and any other technical studies.</li> <li>• Develop high level scope of work for each element (utility - water, power , road and land).</li> <li>• Undertake extensive market engagement (ME1) for the finalized package strategy and scope of work for each package.</li> <li>• Gather inputs/ suggestions to be incorporated in RFPs to minimize bid process and evaluation timelines.</li> <li>• Develop the package strategy based on the vendor capability and market interactions.</li> <li>• Develop comprehensive bid strategy including the type of bidding process, key contractual terms and evaluation methodology (both technical and commercial with appropriate QCBS evaluation criteria) to ensure selection of suitable vendor for each package.</li> <li>• The OMC Consultant shall prepare RFPs and undertake transaction advisory as per the scope of work specified in clause 1.2 (A).</li> </ul>
<p>Appointment of tenants for Downstream/ Offtaker Hub and assistance in finalizing offtake agreements.</p>	<ul style="list-style-type: none"> <li>• Conduct market assessment of various potential products from GMDC's assets</li> <li>• Shortlist potential customer base for end products of GMDC's KEP Project</li> <li>• Develop high level value proposition for investment into GMDC's REE hub and conduct market engagement to understand demand</li> </ul>



	<p>for various products, and other asks from customers for success in the venture.</p> <ul style="list-style-type: none"> <li>• Continue engaging with the market on potential products and constructs of offtake agreements.</li> <li>• Define key policy advocacy measures for success of REE hub and support GMDC in government interactions.</li> <li>• Support execution of non-binding MoUs with customers for product offtake.</li> </ul>
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### C. Phasing of Deliverables for Part 2 of the Scope

The deliverables of Part 2 of the Scope are organised into five Blocks . The block 1 and 2 are of six months each. Whereas subsequent blocks (Block 3 to Block 5) are of 4 months each. Tentative Phasing of Scope pertaining to Part 2 is summarised below.

*\*BI means Block*

Area	Deliverable	Year 1		Year 2		
		BI 1 (6 months)	BI 2 (6 months)	BI 3 (4 months)	BI 4 (4 months)	BI 5 (4 months)
<b>Project feasibility study and any other technical studies</b>	-Market Engagement and Preparation of Bid Strategy	√				
	-RFP Submission	√				
	-Award of the Contract to Technical Consultant		√			
<b>Mining Operations</b>	Benchmarking	√				
	Market Engagement (s)	√		√		
	Operating Model Assessment		√			
	Preparation of Bid Strategy			√		
	Submission of RFP				√	
	RFP Launch and Award of the Contract to Mining Contractor					√
<b>Beneficiation</b>	<b>(i) Appointment of Technical PMC</b>					
	- <i>Market Engagement and Preparation of Bid Strategy</i>	√				
	- <i>RFP Preparation</i>		√			
	- <i>Award of the Contract</i>		√			
	<b>(ii) EPC Contractor for Beneficiation Plant</b>					



Area	Deliverable	Year 1		Year 2		
		BI 1 (6 months)	BI 2 (6 months)	BI 3 (4 months)	BI 4 (4 months)	BI 5 (4 months)
	-Benchmarking	√				
	-Market Engagement	√		√		
	-Operating Model Assessment		√			
	-Preparation of Bid Strategy and Market Engagement 2			√		
	-Submission of RFP				√	
	-RFP Launch and Award of the Contract					√
	<b>(iii) O&amp;M Vendor for Beneficiation Plant</b>					
	-Benchmarking	√				
	-Market Engagement	√		√		
	-Operating Model Assessment		√			
	-Preparation of Bid Strategy and Market Engagement 2			√		
	-Submission of RFP				√	
	-RFP Launch and Award of the Contract					√
<b>Separation</b>	<b>(i) EPC Contractor for Separation Plant</b>					
	-Benchmarking	√				
	-Market Engagement	√		√		
	-Operating Model Assessment		√			
	-Preparation of Bid Strategy and Market Engagement 2			√		
	-Submission of RFP				√	
	-RFP Launch and Award of the Contract to EPC player for Separation Plant					√
	<b>(ii) O&amp;M Vendor for Separation Plant</b>					
	-Benchmarking	√				
	-Market Engagement	√		√		



Area	Deliverable	Year 1		Year 2		
		BI 1 (6 months)	BI 2 (6 months)	BI 3 (4 months)	BI 4 (4 months)	BI 5 (4 months)
	-Operating Model Assessment			√		
	-Preparation of Bid Strategy and Market Engagement 2				√	
	-Submission of RFP					√
	-RFP Launch and Award of the Contract					√
Support Infrastructure	-Benchmarking	√				
	-Market Engagement 1	√				
	-Operating Model Assessment	√				
	-Preparation of Bid Strategy and Market Engagement 2		√			
	-Submission of RFP		√			
	-RFP Launch and Award of the Contract		√			
Downstream / Offtakers Hub	-Market Assessment for Various potential Products from GMDC assets	√				
	-Shortlisting of customer base for GMDC's REE production		√			
	-Market Engagement 2 for proposition of investment into REE hub		√			
	-Market Engagement 3 for finalisation of offtake agreement			√		
	-Support in execution of non-binding MoUs with Customers for product offtake					√

- (i) Each Block is expected to be similar in consulting efforts. There shall be similar rate / Service Fees for each block.
- (ii) **GMDC shall award the contract for 1 year only initially. Based on satisfactory performance, GMDC shall extend the contract for remaining blocks as per the clause 2.4 of section V.**
- (iii) GMDC at their discretion and based on business requirements may shift parts or whole of these blocks with advance notice to the OMC consultant. The commercials will be adjusted accordingly in prorata basis in that scenario.



## 2. Deliverables

The deliverables of Part 1 and Part 2 of the Scope are specified below.

### (i) Deliverables for the Part 1 of the Scope

- The OMC consultant shall submit fortnightly and Monthly progress report including the contract administration progress.
- The OMC Consultant shall submit various documents such as Brief presentations/ Note for briefing and various internal approvals and obtaining approvals from Govt authorities.
- The OMC Consultant shall also submit below mentioned documents.

Deliverables	Timeline
Project schedule	T+ 2 months
Risk identification and mitigation strategy / Risk Register	T+ 3 months
Capex prioritization schedule based on project schedule	T+ 3 months
Organisation structure and hiring plan	T+ 8 months
Conceptual design for research hub and Operating Model	T+ 11 months

*"T" is defined as commencement date. The Commencement date shall be seven days from the date of signing of the Agreement or mutually agreed early date when the Service provider shall commence the work.*

The Project Schedule, Risk Register and Capex schedule shall be updated regularly.

### (ii) Deliverables for the Part 2 of the Scope

Blocks	Deliverables	Timeline
Block 1	<p><b>(i) Benchmarking and Market Engagements for:</b></p> <ul style="list-style-type: none"> <li>- Mining Operations</li> <li>- Beneficiation EPC</li> <li>- Beneficiation O&amp;M</li> <li>- Separation EPC</li> <li>- Separation O&amp;M</li> <li>- Downstream/ Offtaker Hub</li> <li>- Support Infrastructure</li> </ul> <p><b>(ii) RFP Preparation for submission</b></p> <ul style="list-style-type: none"> <li>- Technical Consultant for feasibility and any other studies</li> </ul> <p><b>(iii) Operating Model assessment</b></p> <ul style="list-style-type: none"> <li>- Support Infrastructure</li> </ul>	T+6 Months



<b>Block 2</b>	<p><b>(i) RFP launch and Award of the Contract</b></p> <ul style="list-style-type: none"> <li>- Technical Consultant for feasibility and any other studies.</li> <li>- Technical PMC</li> <li>- Support Infrastructures</li> </ul> <p><b>(ii) Operating Model assessment</b></p> <ul style="list-style-type: none"> <li>- Mining Operations</li> <li>- EPC Contract for beneficiation Plant</li> <li>- O&amp;M for beneficiation plant</li> <li>- EPC Contract for separation Plant</li> </ul> <p><b>(iii) Downstream / Offtakers hub</b></p> <ul style="list-style-type: none"> <li>- Shortlisting of customer base for GMDC's REE production</li> <li>- Market Engagement 2 for proposition of investment into REE hub</li> </ul>	T+ 12 months
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*“T” is defined as commencement date. The Commencement date shall be seven days from the date of signing of the Agreement or mutually agreed early date when the Service provider shall commence the work.*

(iii) In case GMDC decides to extend the Contract beyond one year as per the clause 1.2 C (ii) hereinabove, then it shall issue Notice to Proceed by providing time period of 7 days. In case of extension, the tentative deliverables and timeline as envisaged at this time for Block 3, Block 4 and Block 5 are provided below.

Blocks	Deliverables	Timeline
<b>Block 3</b>	<p><b>(i) Market engagement and Preparation of Bid Strategy</b></p> <ul style="list-style-type: none"> <li>- Mining Operation</li> <li>- EPC Contract for beneficiation Plant</li> <li>- O&amp;M for beneficiation plant</li> <li>- EPC Contract for separation Plant</li> </ul> <p><b>(ii) Downstream / Offtakers hub</b></p> <ul style="list-style-type: none"> <li>- Market Engagement for finalization of offtake agreement</li> </ul>	T1+ 4 months
<b>Block 4</b>	<p><b>(i) Submission of RFP</b></p> <ul style="list-style-type: none"> <li>- Mining Operation</li> <li>- EPC Contract for beneficiation Plant</li> <li>- O&amp;M for beneficiation plant</li> <li>- EPC Contract for separation Plant</li> </ul> <p><b>(ii) Market engagement and Preparation of Bid Strategy</b></p> <ul style="list-style-type: none"> <li>- O&amp;M for separation plant</li> </ul>	T1+ 8 months
<b>Block 5</b>	<p><b>(i) Submission of RFP</b></p> <ul style="list-style-type: none"> <li>- O&amp;M for separation plant</li> </ul> <p><b>(ii) RFP Launch and award of the Contract</b></p> <ul style="list-style-type: none"> <li>- Mining Operation</li> <li>- EPC Contract for beneficiation Plant</li> <li>- O&amp;M for beneficiation plant</li> </ul>	T1+ 12 months



	<ul style="list-style-type: none"> <li>- EPC Contract for separation Plant</li> <li>- O&amp;M for separation plant</li> </ul> <p><b>(iii) Downstream / Offtakers hub</b></p> <ul style="list-style-type: none"> <li>- Support in execution of non-binding MoUs with Customers for product offtake</li> </ul>	
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*“T1” is defined as 15 days from the date of Notice to proceed for Block 3 and 4 to be issued by GMDC if contract period is extended as per the provision of this RFP.*

There may be a possibility of restructuring of scope and respective payment milestone basis the outcome of Block 1 and Block 2 (i.e. some Scope items and corresponding payment milestone may be merged/ separated etc.). If the need for such restructuring arises then GMDC will take inputs from the OMC Consultant before finalising the same. GMDC shall its sole discretion undertake such restructuring.

- (iv) GMDC at their discretion and based on business requirements may shift parts or whole of these blocks in advance with advance notice to the OMC consultant. The commercials will be adjusted accordingly in prorated basis in that scenario.

## SECTION III: INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION

#### 1.1. Bidding Process

- a. GMDC has adopted a single stage two packet bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in Request for Proposal for the **Selection of Owner’s Management Consultant for Operationalization and Commercialization of GMDC’s Kadipani Expansion Project (KEP) assets** (the “Bidding Process”). Price Bid shall be submitted online while Technical Bid shall be submitted physically in hard copy prior to the time, date and address provided in clause 1.6. 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 5.2 shall be opened.

- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.4 and 6.3. 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 5.5 of RFP SECTION III. The Bidder obtaining Highest Composite score shall be considered as Preferred Bidder (the “**Preferred Bidder**”).

### 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 GMDC, 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 GMDC.
- 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GMDC 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.

GMDC 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 GMDC.

### 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. GMDC 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 non-refundable RFP Document/Tender Fee of **INR 23,600/ (i.e INR Twenty-three thousand and six hundred only ) (i.e. RFP Fees of INR 20,000 + 18% GST)**. The RFP Document Fees should be submitted in any one of following payment modes;
- (i) In the form of a Demand Draft in favour of “Gujarat Mineral Development Corporation Limited” and payable at Ahmedabad, India. Such Demand shall be issued by any Approved Bank as provided in Annexure 13 (List of Approved Banks).
  - (ii) Depositing the stated amount directly into GMDC bank account through NEFT/RTGS/wire transfer in GMDC’s Bank account specified below.

Bank Name: ICICI Bank, Ahmedabad Branch  
Account Number: 002405019379  
IFS Code: ICIC0000024  
SWIFT Code: ICICINBBXXX

If payment is made through electronic mode, then the Bidder shall submit the receipt of the same in the technical bid documents as evidence for the payment of RFP Fees.

### 1.6. Schedule of Bidding

GMDC shall endeavour to adhere to the bidding schedule as specified in table below.



Sr. No.	Event Description	Date, Time and Address (Dates are in DD/MM/YYYY formats)
1	Date from which RFP documents will be available	RFP shall be available from <b>19/03/2025</b> from website <a href="https://www.gmdcltd.com">https://www.gmdcltd.com</a> and <a href="https://gmdctender.nprocure.com">https://gmdctender.nprocure.com</a> . Interested Bidders can download the RFP documents from above specified websites.
2	Last date for receiving Pre-Bid queries/clarifications	Bidders may send their queries by <b>02/04/2025</b> upto 18:00 hrs. through email to following contacts or reach out for any assistance.  <b>General Manager (Tech- IV)</b> <b>Email:</b> ppd@gmdcltd.com Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad Land Lines : 079-27912443 Board Lines : 079-27913501, 079-27913200
3	Pre-Bid Meeting	The Pre-Bid Meeting shall be held both physically and online at the same time and date at <b>12:00 hrs. on 07/04/2025. The venue for the physical meeting will be</b> at GMDC office at Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad. A video link for those who may wish to join online shall be uploaded on GMDC website i.e. <a href="https://www.gmdcltd.com">https://www.gmdcltd.com</a> prior to pre bid meeting.
4	Online Submission of Price Bid	The Price Bid is to be submitted online <b>only</b> at designated place on <a href="https://gmdctender.nprocure.com">https://gmdctender.nprocure.com</a> <b>22/04/2025</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.  Technical Bid is not to be submitted online, but should be submitted in <b>physical offline</b> at the designated address by the deadline mentioned.



Sr. No.	Event Description	Date, Time and Address (Dates are in DD/MM/YYYY formats)
5	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	The Technical Bid is to be submitted offline or before <b>24/04/2025 up to 15:00 Hrs.</b> at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, <b>by Speed Post/RPAD/Hand delivery/Courier</b> in sealed cover duly super scribed as mentioned in the RFP.
6	Opening of Technical Bid	On <b>25/04/2025 at 16:00 Hrs.</b> at GMDC office situated at Ahmedabad as per the address specified in sr. no 2
7	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
8	Signing of Agreement	Within 30 days from the date of issuance of LOA.

GMDC shall endeavour to adhere to the bidding schedule as specified in 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 Eighty 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, Authority 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. A Bidder agreeing to the request will not be required or permitted to modify his Bid. 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 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/Gandhinagar in India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

### 2.4. Authority's Right to accept and Reject any Bids or all Bids.

- a) Notwithstanding anything contained in this RFP, GMDC 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 GMDC, 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, GMDC reserves the right to reject any Proposal/Bid if:
  - 1) Bid does not meet the Pre-qualification and 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 GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
  - 5) Bidder submits conditional Bid.

If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC 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 GMDC, including annulment of the Selection Process.



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

- a) 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 an amount of **INR 10 lakh (INR Ten Lakh)** shall be provided in favour of "**Gujarat Mineral Development Corporation Ltd**", in any one of the following forms/formats. The List of Approved Bank except co -operative banks are 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 Authority as per the Annexure 14 except Co-operative Banks 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 Authority and Bidder from time to time as per clause 2.1 of RFP SECTION III. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS<sup>1</sup> under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.
- b) Any bid not accompanied with a valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) GMDC 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.
- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favour the said demand draft shall be drawn by GMDC 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.
- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred

<sup>1</sup>Structured Finance Messaging System (SFMS) is a RBI mandated Bank Guarantee Messaging System.



Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.

- f) GMDC 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 GMDC 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 GMDC;
- 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 GMDC.
  - 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 CONFERANCE

#### 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: Service 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 GMDC in writing through email at the address provided in clause 1.6. They should send in their queries on or before the date mentioned in clause 1.6 section in order to enable Authority/GMDC to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC 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 <http://www.gmdcltd.com> and [nProcure portal at https://gmdctender.nprocure.com](https://gmdctender.nprocure.com). GMDC is not bound to take cognizance of any queries raised after the date mentioned in the clause **1.6** for sending queries.
- b) GMDC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, GMDC 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 GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on GMDC.

### 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 GMDC. GMDC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, considers 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 Authority/GMDC (i.e. <http://www.gmdcltd.com> & <https://gmdctender.nprocure.com>) if required 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, GMDC 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 Authority/ GMDC website <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com>.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMDC 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 notarized 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. GMDC 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 as per the respective Indian laws.
- (2) In case of the Bidder being a Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favour 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 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 Selection of Owner's Management Consultant for Operationalization and Commercialization of GMDC's Kadipani Expansion (KEP) Project assets ”***

- 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
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder.
2	2	Bidder's Organization and Experience. <ul style="list-style-type: none"> <li>• Certificate of registration in India along with RBI approval certificate, GSTIN certificate, PAN details <b>OR</b> Partnership deed, GSTIN registration, PAN details <b>OR</b> Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.</li> <li>• Documentary evidence for work experience from the client such relevant portion of Work Order/contract and Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by the auditor / certified Chartered Accountant /self-certification from the Managing Director of bidder's Indian entity to ascertain authenticity.</li> </ul>
3	3	Comments and Suggestions on the Terms of Reference and Facilities to be provided by Authority (Optional)
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 Experts and Support Staff
7	7	<ul style="list-style-type: none"> <li>• Statutory Auditor/Registered Chartered accountants statement specifying audited Turnover from consulting business for any three out of five previous years as per clause 5.1</li> <li>• Audited Financial statements for last three years as per clause 5.1</li> </ul>
8	8	No Blacklisting certificate Affidavit
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		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
		<b>A pen drive comprising of soft copy of Technical Bid also to be submitted as part of Technical Bid</b>

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 Selection of Owner’s Management Consultant for Operationalization and Commercialization of GMDC’s Kadipani Expansion (KEP) Project assets – Technical Bid”.***

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

***“RFP for Selection of Owner’s Management Consultant for Operationalization and Commercialization of GMDC’s Kadipani Expansion (KEP) Project assets – Bid submission”***

Addressed to:

**Mr. Swagat Ray, General Manager (PP&D and Tech IV )  
Gujarat Mineral Development Corp.  
Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052**



- c) **Price Bid (Online)** to be filled up at designated places **only on <https://gmdctender.nprocure.com>** as per the indicative format provided in the 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) GMDC 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 Authority 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 Authority website of GMDC on <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com>

#### 4.6. Late Submission

- a) The Bids (i.e. Physical submissions for Technical Bid and Price Bids) received by GMDC 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 the e-bidding platform nProcure. The contact details of (n)Procure are as follows:

**n)Code Solutions (A Division of GNFC Ltd. )**  
**403, GNFC Infotower, 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 modify online, substitute or withdraw its bid after submission, prior to the Bid Due Date and time.
- 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 GMDC, shall be disregarded.

## 5. BID EVALAUTION 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.

Taking credit from Associate (i.e., subsidiary/parent/sister concern firm) for meeting the Pre-Qualification Criteria and Technical Qualification Criteria is permitted as per the provisions of clause 5.3.

### 5.1. Pre-Qualification Criteria

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

- (a) The Bidder shall be a legal entity registered in India under the relevant legislation. The Bidder may also be a branch office of any foreign entity, provided that such foreign entity is registered in the country of its incorporation and has obtained appropriate approvals from the RBI to operate.
- (b) The Bidder must have an average annual revenue of Rs 200 crore (Rs Two hundred crore) per annum, from management consulting assignment, for the last three years (Excluding revenues from IT implementation, ERP, Audit, Taxation).
- (c) Experience over the last ten years for executing consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for metal/ minerals/ mining sector assets. Assignments may be for companywide or asset specific work in India with fees > Rs 4 crore.



- (d) Consortium is not permitted to participate in the bidding process.
- (e) The Bidder shall offer in the proposal and make available all the key resources/Team members as per the minimum qualification and experience specified in Clause 5.2 (second table). Additionally, the Bidder shall commit to deploy any special domain area experts in mineral and mining sector for special consultation / advice as required for this engagement without any additional cost.
- (f) The Bidder should not have been not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking.

## 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.

#	Marking Head	Max Marks	Sub Marks
<b>A.</b>	<b>Experience of the bidder</b>	<b>40</b>	
(1)	Experience over the last ten years for consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management <b>for metal/ minerals/ mining sector assets</b> . Assignments may be for companywide or asset specific work in India.  Each assignment fees >= Rs 4 Crore	15	3.75 marks per project  Max 4 projects – 15 marks
(2)	Experience over the last ten years for consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management <b>for critical minerals</b> <sup>1</sup> . Assignments may be for companywide or asset specific work Globally/India.  Each assignment fees >= USD 0.5 Mn.  <sup>1</sup> Critical Minerals as defined as per the critical mineral list published by Government of India.	10	2.5 marks per project  Max 4 projects – 10 marks
(3)	Experience over the last ten years of consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy/ capex program management for the <b>listed Gujarat Public sector companies</b> .  Each assignment fees >= Rs 2 Crore	5	2.5 marks per project Max 2 projects – 5 marks



(4)	The Bidder's ranking (or wholly owned entity / affiliate member of such global consulting company with the same brand name) in terms of best consulting firms in Asia Pacific for “ <b>Management consulting</b> ” in year 2025 as published by Vault.com .	10	Rank in 1 to 5 in 2025 : 10 marks
<b>B</b>	<b>Approach and Methodology</b>		
	<ul style="list-style-type: none"> <li>- Evaluation will be done as per resumes shared and interaction of resource with evaluation committee.</li> <li>- Understanding of rare earths mining and minerals ecosystem.</li> <li>- Challenges faced by Global REE players</li> <li>- Understanding of global best practices and vendor landscape for rare earths mining and asset management</li> <li>- Execution approach and methodology for KEP Project asset operationalization including mining, beneficiation, separation and related infra.</li> <li>- Clarity of deliverables and work-plan</li> </ul>	<b>40</b>	
<b>C</b>	<b>Proposed Team Profile &amp; Deployment</b>	<b>20</b>	
	Team Leader	5	
	Project manager	4	
	REE expert	5	
	Metal Mining Expert	4	
	Program Management Expert	3	
	<b>Total technical score</b>	<b>100</b>	
	<b>Qualifying Marks</b>	<b>70</b>	

**\*For Sr no A (1) to A(3) , only completed assignment shall be considered eligible for assigning Technical marks**

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

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

Position	Minimum Qualification	Marks criteria for Technical Marking
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<p><b>Team Leader</b></p>	<ul style="list-style-type: none"> <li>• Postgraduate professional qualification in Business management from (i) IIM (Ahmedabad, Bangalore, Calcutta, Lucknow, Indore)/ISB/or (ii) from any other Business School ranking in top 50 in Financial Times Global MBA Rankings during any of the last 3 years (2021,2022,2023)/Ivy league school.</li> <li>• Minimum of 12 years of total experience with at least 10 years of consulting experience.</li> </ul>	<p><b>1.Relevance of experience: 3 marks</b></p> <ul style="list-style-type: none"> <li>○ 2 relevant projects / assignments: 2 marks</li> <li>○ &gt;2 relevant projects / assignments: 3 marks</li> </ul> <p>Relevant projects are defined as advisory for <b>metal/ minerals/ mining sector assets.</b></p> <p><b>2. Length of experience: 2 marks</b></p> <ul style="list-style-type: none"> <li>○ 10 to 12 years of consulting experience: 1 mark</li> <li>○ More than 12 years of consulting experience: 2 marks</li> </ul> <p><b>Total (1+2): 5 Marks</b></p>
<p><b>Project Manager</b></p>	<ul style="list-style-type: none"> <li>• Postgraduate professional qualification in Business management from (i) IIM (Ahmedabad, Bangalore, Calcutta, Lucknow, Indore)/ISB/or (ii) from any other Business School ranking in top 50 in Financial Times Global MBA Rankings during any of the last 3 years (2021,2022,2023)/Ivy league school.</li> <li>• Should have minimum of 7 years of experience</li> </ul>	<p><b>1.Relevance of experience: 2 marks</b></p> <ul style="list-style-type: none"> <li>○ 2 relevant projects / assignments: 1 mark.</li> <li>○ More than 2 relevant projects / assignments: 2 marks</li> </ul> <p>Relevant projects are defined as advisory for <b>metal/ minerals/ mining sector assets.</b></p> <p><b>2. Length of experience: 2 marks</b></p> <ul style="list-style-type: none"> <li>○ 7 to 8 years: 1 mark</li> <li>○ More than 8 years: 2 marks</li> </ul> <p><b>Total (1+2): 4 Marks</b></p>
<p><b>REE expert</b></p>	<p>Graduate/Post Graduate.</p> <p>Should have 10 years of total minimum post qualification experience.</p> <p>Should have also worked in Rare Earth value chain such as exploration/ mining/ beneficiation/ processing etc. or involved in formulation of strategy for rare earth industry.</p>	<p><b>1.Relevance of experience: 3 marks</b></p> <ul style="list-style-type: none"> <li>○ 1 to 3 relevant projects/ assignments: 1 mark</li> <li>○ More than 3 relevant projects/ assignments: 3 marks</li> </ul> <p><b>Relevant projects are</b> defined as REE projects such as Rare Earth value chain exploration/ mining/ beneficiation/ processing etc. or</p>



		<p>formulation of strategy for rare earth industry.</p> <p><b>2. Length of experience: 2 marks</b></p> <ul style="list-style-type: none"> <li>○ 10 - 15 years: 1 mark</li> <li>○ More than 15 years: 2 marks</li> </ul> <p><b>Total (1+2): 5 Marks</b></p>
Metal Mining Expert	<p>Graduate from premier engineering institutes ranking in top 20 NIRF Ranking (<b>India Rankings 2024: Engineering</b> ) published by Ministry of Education, Govt of India .</p> <p>Should have 10 years of minimum relevant experience.</p>	<p><b>1.Relevance of experience: 2 marks</b></p> <ul style="list-style-type: none"> <li>○ 2 relevant projects / assignments: 1 mark.</li> <li>○ More than 2 relevant projects / assignments: 2 marks</li> </ul> <p>Relevant projects are defined as advisory for <b>metal/ minerals/ mining sector assets.</b></p> <p><b>2. Length of experience: 2 marks</b></p> <ul style="list-style-type: none"> <li>○ 7 to 8 years: 1 mark</li> <li>○ More than 8 years: 2 marks</li> </ul> <p><b>Total (1+2): 4 Marks</b></p>
Program Management Expert -	<ul style="list-style-type: none"> <li>• Graduate Engineer plus Certified Project management Professional (PMP) or Post-graduate in Management or MBA.</li> <li>• Should have minimum of 5 years of experience.</li> </ul>	<p><b>1.Relevance of experience: 2 marks</b></p> <ul style="list-style-type: none"> <li>○ 2 relevant projects / assignments: 1 mark.</li> <li>○ More than 2 relevant projects / assignments: 2 marks</li> </ul> <p>Relevant projects are defined as advisory for Program management assignments/ projects.</p> <p><b>2. Length of experience: 1 mark</b></p> <ul style="list-style-type: none"> <li>○ 5 to 7 years: 0.5 mark</li> <li>○ More than 7 years: 1 mark</li> </ul> <p><b>Total (1+2): 3 Marks</b></p>

**Notes:**

- (i) Of above, Team Leader and Project Manager should be on the rolls of the Bidder. The Bidder/ OMC Consultant can hire external professional as Subject Matter Expert who has qualification and experience stated above. The OMC Consultant is required to deploy all personnel for this assignment. Of above, Program management expert shall be deployed onsite exclusively for undertaking scope pertaining to Part 1 only during the Contract Period. This resource shall exclusively work on the Part 1 of the Scope of Work and not be deployed for executing the Scope of Work for Part 2 of the Scope. Above is a minimum list.



*Additional resources may be presented in support roles but cannot be a substitute for the named resources, while bidding or during the execution of the assignment.*

- (ii) *The OMC shall deploy additional resources if it is required to perform Scope of Services. The OMC shall be brought in subject matter experts (REE Expert, Metal Mining Expert) for a meeting/ consultation with GMDC management and/ market engagement/ executing the Scope of work as and when need for their advice/ services needed.*

### **5.3. Credit from Parent / Subsidiary / Sister Concern for meeting the Pre-Qualification and Technical Score criteria**

- (i) Taking credit from Associate (i.e. subsidiary/parent/sister concern firm) for meeting the Pre – Qualification Criteria and Technical Qualification Criteria is permitted subject to provisions specified hereunder.
- (ii) In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for being considered for determination of compliance/meeting requirement with regards to the Pre- Qualification and Technical Score Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.
- a) The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it.
  - b) Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary.
  - c) Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern.

If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm, then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm).



- (iii) Any claims of credit from Parent/Subsidiary/Sister Concern firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Parent/Subsidiary/Sister Concern firm meets the above definition of the Parent/Subsidiary/Sister Concern firm with relation to Bidding Firm.

#### 5.4. Evaluation of Price Bid and Financial Score

- (a) 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, 5.1 and 5.2 respectively) Bidders shall be opened.
- (b) The Total Services Fees quoted for the execution of the Scope of Work shall be considered for price Bid evaluation as per the Price Bid format provided in Annexure 11
- (c) The Financial Score of each bidder shall be evaluated as follows:

$$\text{Financial Score/Price Score (FiS)} = 100 \times \text{FiL}/\text{FiC}$$

Where;

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

FiC is the Services Fees quoted by Bidder

Services Fees refers to the Total Services Fees quoted for the execution of the Scope of Work. Bidder quoting Lowest charges shall be given 100 marks

#### 5.5. Composite Score

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

$$\text{Composite Score (CS)} = \text{Technical Score (TeS)} * 0.80 + \text{Financial Score (Fis)} * 0.20$$

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 GMDC, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.
- (iii) In the event of any preferred bidders withdrawing or disqualifying for any reason, the respective Rank lists for shall be used to arrive at the next Preferred Bidder.



## 6. EVALUATION PROCESS

### 6.1. Opening of Technical Bid

- (i) GMDC 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 names, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC 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 5.1 and 5.2** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

#### **a) Test of Responsiveness for Timely and proper Submission**

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), GMDC 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 properly as per the terms of the RFP.
  - (ii) The Price Bid is submitted online at designated place in website <https://gmdctender.nprocure.com>
  - (iii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
  - (iv) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
  - (v) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
  - (vi) 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);
  - (vii) It does not contain any conditionality; and



(viii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.

- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids have been determined to be responsive.

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

- 1) GMDC 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 5.1 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) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of ITB.
- 2) Responsive and Pre-Qualified Bidders may be called to make multi-media presentation on "Approach and Methodology" by GMDC 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 and Financial Score**



- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdc.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 5.2 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) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.4.

#### **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 5.5.
- (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, GMDC 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 GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

#### **6.6. Verification and Disqualification**

- (i) GMDC 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 GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.



- (ii) GMDC reserves the right to reject any Bid if:
- At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
  - Bidder is blacklisted/banned 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 Authority in its decisions on Evaluation process/Selection process.
  - While evaluating the Bid, if it comes to Authority's 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 GMDC 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 GMDC, 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 GMDC to the Successful Bidder or the Service provider , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Service provider. In such an event, GMDC 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 GMDC 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 GMDC 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, GMDC 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, GMDC 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 GMDC in relation to, or matters arising out of, or concerning the Bidding Process. GMDC 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. GMDC 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 GMDC 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, Authority 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 GMDC shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to Authority 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, GMDC 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 INR 300 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. GMDC 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 call the “Service provider/ OMC/ OMC Consultant”.

## 7.3. Performance Security

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 30 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 Service Fees** (without GST) quoted for the Scope of Work payable to GMDC by the Successful Bidders (the “Performance Security”) from Approved Bank to Authority. Such performance Security shall be in favour of Gujarat Mineral Development Corporation Ltd and admissible and payable at Ahmedabad branch from Approved Bank to Authority.



In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS<sup>2</sup> under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD

- (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 successful Bidder. fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.
- (iv) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - (a) in the event GMDC 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 GMDC 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 GMDC 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 GMDC in respect of any outstanding dues under the terms of the Agreement.

#### **7.4. Commencement of Work/Assignment**

The Service provider shall commence the work within 7 (seven) days from the date of the signing of the Agreement, or such other date as GMDC may permit (the "Commencement Date"). If the Service provider fails to either sign the Agreement as specified in Clause 7.2 or commence the assignment as specified herein, GMDC may

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<sup>2</sup>Structured Finance Messaging System (SFMS) is a RBI mandated Bank Guarantee Messaging System.



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 GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the Service provider, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Service provider to GMDC in relation to the Assignment pursuant to TOR shall be the property of GMDC.

### 7.6. Tax Liability

- (i) The Service Fees 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 GMDC
- (ii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

## 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, GMDC 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, GMDC 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 GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document. Recoverable loss would be limited to the value of the contract.



- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Service provider as the case may be, is found by GMDC 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 GMDC during a period of 2 (two) years from the date such Bidder or Service provider as the case may be, is found by GMDC 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 GMDC 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 GMDC, 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 GMDC 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 GMDC 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 Service (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder's Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
- b) GMDC requires that the Service provider provides professional, objective, and impartial advice and at all times hold GMDC'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 GMDC.
- 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 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 services to GMDC 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 Authority. 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) GMDC, 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 GMDC 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 GMDC, 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 authority to bind the other in any manner whatsoever other than as per provisions laid out in this Agreement.
- e) The Service provider shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.



## SECTION IV: SERVICE FEES AND PAYMENT TERMS

Authority hereby covenants to pay the Service Fees to the OMC Consultant for Scope of the Work /TOR specified in SECTION – II of the RFP and as per the Charges and payment terms specified hereunder.

### 1. Service Fees

- a) The Prices are being invited and to be quoted for each of below mentioned Scope items separately.
- Part 1: Program management scope
  - Part2: Implementation support for Operationalisation and commercialisation of GMDC's KEP Project assets through Market engagement and transaction advisory support.

The Bidder shall need to quote Monthly charges for the Part 1 i.e Program Management and lumpsum charges for each block of Part 2 of the Scope i.e. implementation support to be provided during each block.

- b) Authority/ GMDC hereby covenants to pay the Service Fees to the Service Provider/OMC Consultant for Scope of the Work /TOR specified in SECTION – II of the RFP at Agreed Prices specified hereunder as per the Payment Terms specified in clause 2 of this section IV.

#### A. Part 1 - Program management scope

Sr. No.	Particular	Unit	No of Months (A)	Monthly Rates (Rs Lakh) (B)	Total Service Fees for Part 1 (Rs. Lakh) (A X B)
(i)	Program management as per the Scope of work specified in Section II	Lumpsum	12		X

#### B. Part 2 – Implementation support for Operationalisation and commercialisation of GMDC's KEP Project assets as per the Scope of Work specified in clause II

Sr. No.	Particular	Unit	No of Blocks in Year 1 (A)	Unit Rates for Block (Rate per Block) (Rs Lakh) (B)	Total Service Fees for Part 2 (Rs lakh) (A X B)



(i)	Part 2 Scope specified in Section II	Lumpsum	2		
	Total				Y

### C. Cumulative Service Fees for Part 1 and Part 2 of TOR

Sr. No.	Particular	Total Service Fees (Rs lakh )
A	<b>Part 1</b> : Program management as per the Scope of work specified in Section II	X
B	<b>Part 2</b> – Implementation support for Operationalisation and commercialisation of GMDC's KEP Project assets as per the Scope of Work specified in clause II (Year 1 : Block 1+ Block 2)	Y
	<b>Total (A+ B)</b>	<b>Z</b>

- c) The Service Fees specified in tables in sub clause b) hereinabove are inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Service Fees, at the time of invoicing, shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Service Provider.
- d) The Service Fees specified sub clause a) hereinabove represent remuneration of OMC Consultant's staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance and any other expense to be incurred for executing Terms of Reference.
- e) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- f) Each Block is expected to be similar in consulting efforts. There shall be similar rate / Service Fees for each block.
- g) GMDC shall award the contract for 1 year only initially. Based on satisfactory performance, GMDC shall extend the contract for remaining blocks as per the clause 2.4 of section V.
- h) GMDC at their discretion and based on business requirements may shift parts or whole of these blocks with advance notice to the OMC consultant. The commercials will be adjusted accordingly in prorate basis in that scenario.

## 2. Payment Terms

### a) Payment Terms for the Part 1 of the Scope of Work



- (i) GMDC shall make payment of Service Fees to the OMC Consultant on Monthly basis towards its Services for Part 1 of the Scope after receiving the Monthly Progress Report.
- (ii) The Service Provider shall submit the invoice at the end of each month.
- (iii) Authority/GMDC shall make payment within 15 days of submission of invoices upon verifying the deliverables and subject to deduction of any damages pursuant to contract conditions).
- (iv) The OMC Consultant shall be required to deploy atleast one resource (i.e. Program Management Expert) exclusively for undertaking scope pertaining to Part 1 only. This resource shall exclusively work on the Part 1 of the Scope of Work and not be deployed for executing the Scope of Work for Part 2 of the Scope. In case any of the resource is absent for a particular period of time then proportionate deduction for non-deployment/absence period shall be made. In the event of repeated non-deployment/absence of manpower for unreasonable time then it shall be considered Consultant's Event of Default.
- (v) Applicable GST, over and above approved Consulting Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Consultant.
- (vi) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

**b) Payment Terms for the Part 2 of the Scope of Work**

- (i) GMDC shall make payment of Service Fees Block wise and on achieving respective Milestones of respective blocks to Service provider towards its Services for Part 2 of the scope as per the payment Schedule specified hereunder.

Blocks	Deliverables and Payment Milestone (in terms of % of consulting fees to be paid for respective Block of Part 2 of the TOR)	Timeline
<b>Block 1</b>	<p><b>(i) Benchmarking and Market Engagements for:</b></p> <ul style="list-style-type: none"> <li>- Mining Operations: 10%</li> <li>- Beneficiation EPC : 5%</li> <li>- Beneficiation O&amp;M : 10%</li> <li>- Separation EPC : 5%</li> <li>- Separation O&amp;M: 10%</li> <li>- Downstream/ Offtaker Hub -20%</li> <li>- Support Infrastructure: 10%</li> </ul> <p><b>Sub Total (i) : 70% of Block 1 Fees</b></p>	T+6 Months

	<b>(ii) RFP Preparation and submission</b> - Technical Consultant for feasibility and any other studies. – 20% <b>Sub Total (ii) : 20% of Block 1 Fees</b>	
	<b>(iii) Operating Model assessment</b> Support Infrastructure -10% <b>Sub Total (iii) : 10% of Block 1 Fees</b>	
	<b>Total (i+ ii+ iii) : 100% % of Block 1 Fees</b>	
<b>Block 2</b>	<b>(i) RFP launch and Award of the Contract</b> - Technical Consultant for feasibility and any other studies. : 15% - Technical PMC : 15% - Support Infrastructures: 20% <b>Sub Total (i) : 50% % of Block 2 Fees</b>	T+ 12 months
	<b>(ii) Operating Model assessment and Preparation of Bid Strategy</b> - Mining Operations – 10% - EPC Contract for beneficiation Plant : 5% - EPC Contract for separation Plant: 5% - O&M for beneficiation plant: 10% <b>Sub Total (ii) : 30% of Block 2 Fees</b>	
	<b>(iii) Down stream / Offtakers hub</b> - Shortlisting of customer base for GMDC's REE production Market Engagement 2 for proposition of investment into REE hub : 20%. <b>Sub Total (iii) : 20% of Block 2 Fees</b>	
	<b>Total (i+ ii +iii) : 100% % of Block 2 Fees</b>	

"T" is defined as commencement date. The Commencement date shall be seven days from the date of signing of the Agreement or mutually agreed early date when the Service provider shall commence the work.

(ii) In case GMDC decides to extend the Contract as per the clause 1 g) hereinabove, then it shall issue Notice to Proceed by providing time period of 7 days. In case of extension, the payment terms for deliverables for Block 3, Block 4 and Block 5 are provided below.

Blocks	Deliverables and Payment Milestone (in terms of % of consulting fees to be paid for respective Block of Part 2 of the TOR)	Envisaged Timeline
<b>Block 3</b>	<b>(i) Market engagement and Preparation of Bid Strategy</b> - Mining Operation: 20% - EPC Contract for beneficiation Plant :15% - O&M for beneficiation plant :20% - EPC Contract for separation Plant :15% <b>Sub Total (i) : 70% of Block 2 Fees</b>	T1 + 4 months
	<b>(ii) Downstream / Offtakers hub</b> Market Engagement for finalization of offtake agreement <b>Sub Total (ii) : 30% of Block 3 Fees</b>	



	<b>Total (i+ ii) : 100% of Block 3 Fees</b>	
<b>Block 4</b>	<b>(i) Preparation and Submission of RFP</b> - Mining Operation: 25% - EPC Contract for beneficiation Plant: 15% - O&M for beneficiation plant :25% - EPC Contract for separation Plant: 15% <b>Sub Total (i) : 80% of Block 4 Fees</b>	<b>T1 + 8 months</b>
	<b>(ii) Market engagement and Preparation of Bid Strategy</b> - O&M for separation plant :20% <b>Sub Total (ii) : 20% of Block 4 Fees</b>	
	<b>Total (i+ ii) : 100% of Block 4 Fees</b>	
<b>Block 5</b>	<b>(i) Preparation and Submission of RFP</b> - O&M for separation plant :20% <b>Sub Total (i) : 20% of Block 5 Fees</b>	<b>T1 + 12 months</b>
	<b>(ii) RFP Launch and award of the Contract</b> - Mining Operation : 15% - EPC Contract for beneficiation Plant :7.5% - O&M for beneficiation plant : 15% - EPC Contract for separation Plant :7.5% - O&M for separation plant :15% <b>Sub Total (ii) : 60% of Block 5 Fees</b>	
	<b>(iii) Downstream / Offtakers hub</b> - Support in execution of non-binding MoUs with Customers for product offtake :20% <b>Sub Total (iii) : 20% of Block 5 Fees</b>	
	<b>Total (i+ ii+ iii) : 100% of Block 5 Fees</b>	

*"T1" is defined as 15 days from the date of Notice to proceed for Block 3 and 4 to be issued by GMDC if contract period is extended.*

The timeline and payment terms specified in a table placed hereinabove for Block 3 to Block 5 are tentative and as envisaged at this time. There may be a possibility of restructuring of scope and respective payment milestone basis the outcome of Block 1 and Block 2 (i.e. some Scope items and corresponding payment milestone may be merged/ separated etc.). If the need for such restructuring arises then GMDC will take inputs from the OMC Consultant before finalising the same. GMDC shall its sole discretion undertake such restructuring.

- (iii) GMDC at their discretion and based on business requirements may shift parts or whole of these blocks in advance with advance notice to the OMC consultant. The commercials will be adjusted accordingly in prorate basis in that scenario.



- (iv) On completion of each of above block, GMDC shall issue Notice to Proceed with the scope of subsequent block based on the performance of previous Block at discretion of GMDC. It may also possible that GMDC may direct the OMC Consultant to carry out scope in advance pertaining to the Blocks specified in the subsequent Blocks. In such case fees for such scope items derived based on pro rata basis for the purpose of making payment.
- (v) The OMC Consultant shall submit invoices upon achieving milestone stated in sub clause hereinabove. GMDC/ Authority 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 pursuant to contract conditions.
- (vi) Applicable GST, over and above approved Consulting Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Service provider.
- (vii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act



## SECTION V: CONTRACT TERMS AND CONDITIONS

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

### **BETWEEN**

**Gujarat Mineral Development Corporation Limited**, a company incorporated under Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 (hereinafter referred to as the “Authority/GMDC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART;

### **AND**

\_\_\_\_\_, (i.e. Name of the Preferred Bidder) having its registered office at \_\_\_\_\_, hereunder referred to as the “**OMC Consultant/ Service Provider**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

GMDC and the Service provider are hereinafter individually referred to as “Party” and collectively as “Parties”.

### **WHEREAS**

- A. GMDC vide its Request for Proposal, dated \_\_\_\_ invited Bids from competent parties through transparent and competitive bidding process for “ **RFP for Selection of Owner's Management Consultant for Operationalization and Commercialization of GMDC's Kadipani Expansion (KEP) Project asset**” as per the terms specified in RFP and this Agreement (hereinafter called the “**Project / Assignment**”);
- B. Pursuant to the evaluation of the bids received, GMDC 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.
- C. The OMC Consultant has accepted the LOA by its letter dated \_\_\_\_\_, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint the OMC Consultant for providing its Services towards “**Operationalization and Commercialization of GMDC's Kadipani Expansion (KEP) Project asset**” on the terms, conditions and covenants hereinafter set forth in this Agreement.
- D. The Service provider has accepted the LOA by its letter dated \_\_\_\_\_, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of OMC Consultant providing its Services towards “**Operationalization and**



**Commercialization of GMDC's Kadipani Expansion (KEP) Project asset"** 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 (GMDC 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 GMDC 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 (which shall be placed as Schedule I in the contract when it is executed)
4. Payment Terms provided in RFP SECTION IV (which shall be placed as Schedule II in the contract when it is executed).
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

1.1. 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 **“GMDC”** means the Gujarat Mineral Development Corporation Limited [including without limitation its authorized representatives];
  - d. **“OMC Consultant/ Service provider”** means any private or public entity selected to provide the Services to GMDC 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 2.4
  - g. **“Day”** means calendar day.
  - h. **“Dispute”** shall have a meaning specified in clause 9
  - i. **“Effective Date”** shall have meaning specified in clause 2.1.
  - j. **“Force Majeure”** shall have a meaning specified in clause 2.6.1.
  - k. **“Insurance”** shall have a meaning specified in clause 3.9.
  - l. **“Material Breach”** means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.
  - m. **“Party”** means the “Authority” or the Service provider, as the case may be, and **“Parties”** means both of them.
  - n. **“Performance Security”** shall have a meaning specified in clause 7.1
  - o. **“Personnel”** means professionals and support staff provided by the Service provider and assigned to perform the Services or any part thereof;
  - p. **“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;
  - q. **“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 provider under intimation to Authority. Sub-contracting does not absolve the Service provider from its obligations provided in this Agreement.
  - r. **“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;
  - s. **“Third Party”** means any person or entity other than the “Authority”, 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 the 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 GMDC and the OMC Consultant . The OMC Consultant 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 GMDC and the OMC Consultant 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) GMDC shall make payments to the OMC Consultant 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, India 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, amendments 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 Authority;

General Manager (PP&D and Tech IV)

Email:ppd@gmdcltd.com

Address: Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad

Land Lines: 079-27912443

Board Lines: 079-27913501, 079-27913200

If to OMC Consultant.

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### **1.9. Location**

The Services shall be performed at GMDC Corporate office Ahmedabad and its associated places.

### **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 "Authority" or the OMC Consultant may be taken or executed by the officials specified hereunder.



- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be General Manager (PP&D and Tech IV), GMDC Ltd.
- c) The OMC Consultant may designate one of its employees as OMC Consultant's Representative. Unless otherwise notified, the OMC Consultant'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 OMC Consultant shall commence the Services within a period of 7 (seven) days from the date of signing of this Agreement, unless otherwise agreed by the Parties (the "Commencement Date").

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

If the OMC Consultant does not commence the Services within the period specified in Clause 2.2 above without valid reasons, GMDC may, by not less than 1 (one) weeks' notice to the OMC Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the OMC Consultant shall be deemed to have accepted such termination.

### 2.4. Contract Period

- a) Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub clause (b) hereunder, the Agreement shall remain in force for a period of one years from the Effective Date. Upon Termination, GMDC shall make payments of all amounts due to the Consultant hereunder for which milestone achieved/services delivered.
- b) Subject to satisfactory performance of the OMC Consultant, the Authority may, at its sole discretion, extend this Contract Period for an additional one year with Service Fees revised by applying factor of increase in CPI for annual escalation. If so



required, the scope of work may be somewhat modified to reflect the priorities and understanding at the time of extension. In addition, the Authority may further extend this Contract Period for a maximum of another one year if need for the extension arises and subject to satisfactory performance of the OMC Consultant. In such case, the Service Fees shall be revised by applying factor of increase in CPI for annual escalation

- c) In the event of work relating to the OMC Consultant's TOR is not completed for reasons attributed for Authority, within the Agreement Period stated in sub clause a) herein above, then the period can be suitably extended on mutually agreeable period of Authority and OMC Consultant within the same rate quoted in the RFP.

## **2.5. 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.

## **2.6. Force Majeure**

### **2.6.1. 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.



### **2.6.2. No Breach of Agreement**

The failure of a Party to fulfil 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.

### **2.6.3. 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 fulfil 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.

### **2.6.4. 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.

### **2.6.5. Payments**

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

### **2.6.6. Consultation**

Not later than 30 (thirty) days after the OMC Consultant 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.

## **2.7. Suspension of Agreement**

GMDC may, by written notice of suspension to the OMC Consultant, suspend all payments to the OMC Consultant hereunder if the OMC Consultant 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 OMC Consultant, 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.

## **2.8. Termination of Agreement**

### **2.8.1. Termination by Authority**

GMDC may, by not less than 30 (thirty) days' written notice of termination to the OMC Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.1, terminate this Agreement if:

- a) If the OMC Consultant fails to furnish Performance Security as per the terms of the agreement.
- b) the OMC Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within 30 (thirty) days of receipt of such notice of breach or within such further period as GMDC may have subsequently granted in writing;
- c) the OMC Consultant 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;
- d) Any representation made or warranties given by the OMC Consultant under this Agreement is found to be false or misleading;
- e) If the OMC Consultant fails to make any payments/damages/penalties due to Authority within the period specified in this Agreement or extended period as mutually agreed by the Parties without any valid reason.



- f) the OMC Consultant fails to comply with any final decision reached as a result of Dispute Resolution Procedure pursuant to Clause 9 hereof;
- g) the OMC Consultant submits to GMDC a statement which has a material effect on the rights, obligations or interests of GMDC and which the Service provider knows to be false;
- h) any document, information, data or statement submitted by the OMC Consultant in its Proposals, based on which the OMC Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- i) 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

### **2.8.2. By OMC Consultant**

The OMC Consultant may, by not less than 30 (thirty) days' written notice to GMDC, such notice to be given after the occurrence of any of the events specified in this Clause 2.7.2, terminate this Agreement if:

- a) GMDC fails to pay any amount 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 OMC Consultant that such payment is overdue;
- b) GMDC 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 OMC Consultant may have subsequently granted in writing) following the receipt by GMDC of the Service provider's notice specifying such breach;
- c) as the result of Force Majeure, the OMC Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) GMDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

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

Upon termination of this Agreement pursuant to provisions 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 3.2.3 hereof; (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

#### **2.8.4. Payment upon Termination**

Upon termination of this Agreement pursuant to hereof, GMDC shall make the payments to the OMC Consultant 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.

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

If either Party disputes whether an event specified in Clauses 2.7.1 or 2.7.2 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 OMC Consultant 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 OMC Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GMDC, and shall at all times support and safeguard GMDC'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. Additionally, the Service provider shall provide monthly progress



report to GMDC during the Contract Period. All services shall be performed in confirmation with 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 OMC Consultant shall use their best efforts to ensure that any Sub-Service provider/ Sub Consultant, 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 OMC Consultant shall hold the GMDC'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 OMC Consultant 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 OMC Consultant agrees to a professional responsibility to maintain the confidentiality of Client information.

#### **3.2.3. Confidentiality**

- (i) The OMC Consultant, their Sub-Service providers/ Sub consultant 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 GMDC's business or operations without the prior written consent of GMDC, 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; (d) which is required to be submitted to any regulatory, statutory or governmental authority; (e) information



related to project's scope which the OMC Consultant can share as the credential of the OMC Consultant in future after the 1 (one) year beyond the contract period.

- (ii) OMC Consultant's work for GMDC is confidential and for the GMDC's internal use only. OMC Consultant will not disclose the deliverables to any third parties without the GMDC's prior written permission. If necessitated GMDC shall sign Non-Disclosure Agreement with the OMC Consultant.
- (iii) GMDC acknowledges that Deliverables are solely for its internal use and it may use the same internally. GMDC will not disclose the Deliverables or make the Deliverables available for use by any third party without the prior written consent of OMC Consultant and such third-party first signing Service Provider's standard form of non-reliance letter. Any disclosure of Deliverables to potential investor and JV partners can be made without consent of OMC Consultant and without signing OMC Consultant's standard form of non-reliance letter as long as the same is shared without attribution to the OMC Consultant. Such restriction will not apply for disclosure of Deliverables under any mandatory disclosure required under law or for GMDC's internal decision making in relation to this project to the Ministries and Government stakeholders under Government of India ("Permitted Disclosure"). GMDC agrees that Permitted Discourse of the final Deliverables will be as is, along with standard OMC Consultant's disclaimer for them to use the final Deliverables only and solely for initial intended purpose. Further, GMDC agrees that it will not share the OMC Consultant 's name directly or in any substantive manner for any investment purpose, in any legal document such as prospectus, proxy statement, offering memorandum or similar document or material prepared unless required by law and without the pre-consent of the OMC Consultant. GMDC agrees that OMC Consultant will not be responsible for any losses incurred by GMDC or any third party as a result of or in connection with usage of OMC Consultant 's name or reliance on the Deliverables as a result of Disclosure to a third-party or as a result of or in connection with Permitted Disclosure. Further, as provided in this clause, if any disclosure needs to be made by GMDC under law, then it shall inform the Service Provider about the same.

### **3.3. Liability of the OMC Consultant**

- 3.3.1.** The OMC Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.3.2.** The OMC Consultant shall, subject to the limitation specified in Clause 7.2.1, be liable to GMDC 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 Contract Value/ Total Service Fees subject to that this cap shall not apply to damages specified in clause 7.1 and 7.2.

- 3.3.4.** The Services in this assignment shall not be deemed investment, legal, regulatory, tax, accounting or other regulated advice. OMC Consultant does not supplant the Client's management or other decision-making bodies. While the OMC Consultant does not guarantee results, it agrees to make the best efforts to achieve the same. GMDC 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**

The OMC Consultant 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 GMDC as and when requested by GMDC. 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 Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with OMC Consultant's business, payroll information, or information or material that constitute, in the opinion of OMC Consultant's legal counsel, legally privileged documents or information that OMC Consultant is bound to maintain as confidential by written obligation to a third party.

### **3.5. OMC Consultant's Actions requiring Authority's prior Approval**

The OMC Consultant shall obtain GMDC'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 the provision of RFP.
- (iii) Any other action that may be specified by GMDC during the course of this Contract.

### **3.6. Reporting Obligations**



The OMC Consultant shall submit to GMDC the reports and documents specified in TOR specified in RFP SECTION II, within the time periods set forth in the said Clause. Additionally, the OMC Consultant shall also submit monthly progress report.

### **3.7. Documents Prepared by the Service providers to be the Property of GMDC**

- (i) All final version of plans, drawings, specifications, designs, documents, reports ,frameworks, software, databases, content, presentations and documents prepared by the OMC Consultant solely in performing the Services under this Contract (“Deliverables”) shall become and remain the property of GMDC, and OMC Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to GMDC, together with a detailed inventory thereof.
- (ii) Any pre-existing Intellectual Property Right (IPR) developed by the OMC Consultant independent of the Contract, including know-how, questionnaires, assessments, modules, courses, frameworks, software, algorithms, databases, content, models, industry perspectives, designs, etc. (“Consultant Tools”), for which the OMC Consultant 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 OMC Consultant 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 OMC Consultant Tools, the OMC Consultant hereby grants GMDC a nonexclusive, non-transferable, non-sub licensable, worldwide, royalty-free license to use OMC Consultant Tools solely as part of the Deliverables. GMDC agrees that, without OMC Consultant ‘s prior written permission, it will not or permit any third party to (a) access, copy or reverse engineer any OMC Consultant Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any OMC Consultant or Deliverable.

### **3.8. Documents and Materials Furnished by GMDC**

Documents and materials made available to the OMC Consultant by GMDC shall be the property of GMDC and shall be marked accordingly. Upon termination or expiration of this Contract, the OMC Consultant shall make available to GMDC an inventory of such documents and materials and shall dispose of such equipment and materials in accordance with GMDC's instructions.

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

- (i) The OMC Consultant 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. The OMC Consultant shall also be responsible for promptly correcting inaccuracies/ errors / any negligence or inadequate due diligence on part of the OMC Consultant, at its own cost and risk, the documents including any re-survey / investigations.

- (ii) Notwithstanding anything, the OMC Consultant will have no obligation to independently verify information provided by GMDC or their Service providers.
- (iii) Authority acknowledges and agrees that OMC Consultant shall not provide professional legal, accounting, or tax advice. However, the OMC Consultant agrees to peruse and assess the legal and regulatory provisions and framework in so far as they are required to carry out the Scope of Work/TOR. This will include perusal, if so, required of contracts entered into by GMDC with its vendors and partners.
- (iv) The OMC Consultant makes no representations or warranties of any kind with respect to third-party material. Any warranties, obligations and liabilities, and GMDC's remedies, in each case with respect to third-party material, are limited to whatever recourse may be available in the applicable third-party agreement and Consultant shall have no liability with respect to such third-party material.

### **3.10. Insurance to be taken out by the OMC Consultant**

- (i) The OMC Consultant shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or OMC Consultant's own standard practices during the Contract Period (the "Insurance"). At the Authority's request, the OMC Consultant shall provide evidence of insurance covers or a certificate of all insurances maintained on request of Authority.
- (ii) The OMC Consultant shall indemnify GMDC 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 OMC Consultant as well as assets deployed to perform its scope of work specified under this Contract.
- (iii) The Authority 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 OMC Consultant or its sub-contractors / sub-Service providers / specialists



associated with the OMC Consultant for the purposes of the Services, nor for any member of any such person.

### 3.11. Indemnity

- (i) The OMC Consultant shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-Service provider/specialist employed by the OMC Consultant to perform scope of work specified under this Contract or any asset /equipment deployed by the OMC Consultant for execution of the scope.
- (ii) The OMC Consultant shall indemnify GMDC and hold it harmless from against all claims, liability, loss including third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods any part thereof and /or loss, damage or expense including counsel/legal fees arising from or by reasons of an action or claimed trademark, patents or copyright infringements or any litigation based thereon with respect to any part of the execution of scope.
- (iii) The Authority 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 OMC Consultant or its sub-consultants / sub-Service Providers / specialists associated with the OMC Consultant for the purposes of the Services, nor for any member of any such person.

## 4. SERVICE PROVIDER'S PERSONNEL

- a) The OMC Consultant shall employ and provide such qualified and experienced Personnel as specified in clause 5.2 (i.e. Technical Marking System) of SECTION III of this RFP and as may be required to carry out the Services.
- b) GMDC expects all the Key Personnel i.e. Team Leader, Project manager, REE Experts, Metal and Mining Expert, Program Management Expert etc. as specified in the Proposal to be available during the implementation of the Agreement. Of this Program management expert shall be deployed onsite exclusively for undertaking scope pertaining to Part 1 only during the Contract Period. This resource shall exclusively work on the Part 1 of the Scope of Work and not be deployed for executing the Scope of Work for Part 2 of the Scope. Above is a minimum list. Additional resources may be presented in support roles but cannot be a substitute for the named resources, while bidding or during the execution of the agreement. Additional resources may be deployed in support roles but cannot be a substitute for the named resources, during the execution of the Agreement. The OMC shall deploy additional



resources if it is required to perform Scope of Services. The OMC shall be brought in subject matter experts (REE Expert, Metal Mining Expert) for a meeting/ consultation with GMDC management and/ market engagement/ executing the Scope of work as and when need for their advice/ services needed.

- c) GMDC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Service provider. No substitution of key personnel shall be entertained at least till first six months. In case of compelling circumstances beyond the control of the Service provider beyond first six months, substitution of the key personnel shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.
- d) If the OMC Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to GMDC its proposal along with a CV of such person in the form provided at Annexure of the RFP. GMDC 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 GMDC's consideration. In the event GMDC 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 GMDC.
- e) The working hours and leaves of the Personnel will be as per the company policies of the OMC Consultant.
- f) The person designated as the Team Leader/ Project Manager of the OMC Consultant's Personnel as specified in Technical Marking System shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, Project Manager as specified in Technical Marking System shall act as Project Manager (the "Project Manager") who shall be responsible for day-to-day performance of the Services for the Part 1 of the Scope. Team Leader shall be responsible for the day-to-day work of the separate team executing the Scope pertaining to the Part 2 of the Scope.
- g) The OMC Consultant is required to deploy all personnel for this assignment. The OMC Consultant shall deploy additional resources if it is required to perform Scope of Services specified in this this RFP.
- h) The sub-contracting of entire TOR by the OMC Consultant is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the OMC Consultant may engage sub-Service providers/ sub consultant under intimation to Authority/GMDC. Sub-contracting does not absolve the OMC Consultant from its obligations provided in this Agreement.



## 5. OBLIGATIONS OF GMDC

### 5.1. Assistance in clearance

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

- a) provide the OMC Consultant and its Personnel with work permits and such other documents as may be necessary to enable the OMC Consultant or its Personnel to perform the Services;
- b) Issue to officials, agents and representatives of GMDC 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 OMC Consultant under this Agreement, GMDC shall make to the OMC Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

### 5.3. Documents and Other Support

GMDC shall provide all necessary information/documents/data subject to internal and external confidential requirements. If necessary, a Non – disclosure Agreement will be signed. GMDC shall provide support in terms of followings;

- a) All study Reports and Documents pertaining to GMDC projects as available with GMDC.
- b) Facilitating Site visits (at no transportation cost to GMDC) and meetings with relevant stakeholders

## 6. PAYMENT TO THE OMC CONSULTANT

Authority shall make payment to OMC Consultant 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 OMC Consultant under this agreement, during the Agreement Period, the OMC Consultant, has in terms of the RFP and letter of award furnished to GMDC 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 GMDC (the “Performance Security”).

- (b) The OMC Consultant shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“Validity Period”). The OMC Consultant 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 OMC Consultant shall have to renew Performance Security for a period of extended Contract Period.
- (c) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - (i) In the event GMDC requires to recover any sum due and payable to it by the OMC Consultant, including but not limited to Damages; and which the OMC Consultant has failed to pay in relation thereof; and
  - (ii) In the event of the OMC Consultant’s breach of its obligations and if such breach is not cured with the remedial period as per the terms of the Agreement.
  - (iii) If the OMC Consultant 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 OMC Consultant 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 OMC Consultant shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a OMC Consultant’s breach and entitle Authority 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 OMC Consultant is not in default of the terms hereof and there are no outstanding dues of GMDC with the Service provider.



## **7.2. Liquidated Damages**

### **7.2.1. Liquidated Damages for error/variation/ Deficiencies in work**

In case any error or variation is detected in the reports submitted by the OMC Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the OMC Consultant, the consequential damages thereof shall be quantified by GMDC in a reasonable manner and recovered from the OMC Consultant by way of deemed liquidated damages, subject to a maximum of the 10% of Agreement Value/Contract Price/Total Service Fees for the Project. In such case the liability of the OMC Consultant shall be limited to undertaking rectification of errors / rectification of deficiencies or undertaking re -survey at its own costs.

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

In case of delay solely attributable to the OMC Consultant 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 OMC Consultant or reasons not attributable to the OMC Consultant, suitable extension of time shall be granted and no liquidated damages shall be levied.

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

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the OMC Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 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, OMC Consultant will rely on the GMDC's timely cooperation, including the GMDC making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the GMDC and the GMDC notifying OMC Consultant of any issues or concerns the GMDC 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**



- (i) In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the OMC Consultant 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 GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law.
  
- (ii) In order to be able to perform the Services within the agreed timeframe and budget and to fulfil its responsibilities on a timely basis, OMC Consultant will rely on the GMDC's timely cooperation, including the GMDC making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the GMDC and the GMDC notifying OMC Consultant of any issues or concerns the GMDC 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.

## 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 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 GMDC and OMC Consultant 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 GMDC and the OMC Consultant, 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 GMDC and the OMC Consultant. 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 Contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 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 VI: ANNEXURE

### Annexure 1: Letter of Bid Submission

{On letterhead of the Bidder}

Dated:

To,

General Manager (PP&D and Tech IV),  
Gujarat Mineral Development Corporation Limited  
Khanij Bhavan, 132-Ring Road,  
Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.  
Gujarat, India

**Subject: RFP for Selection of Owner's Management Consultant for Operationalization and Commercialization of GMDC's Kadipani Expansion (KEP) Project asset.**

Dear Sir/Madam:

We, the undersigned, offer to provide the 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.

**Physical submission of : Technical Bid- Pre-Qualification and Qualification documents.**

**Online submission of : Price Bid as per the indicative Price Bid format provided in Annexure 11 of the 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 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,

Name and Signature of Authorized Signatory of Bidder

For and on behalf of (name of Bidder)

Address:



## Annexure 2: Bidder's Organization and Experience

### 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)]

Name of Employer:	
Client/ Employer name	
Address:	
Country:	
Project location and country	
Assignment/job name	
Description of Project/Assignment	
Description as to how it is meeting the PQ/ Technical Marking criteria	
Value of the contract/ Service Fees (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. For confidential engagements, bidder may submit sanitized details supported*



*by the auditor / certified Chartered Accountant /self-certification from the Managing Director of the Bidding firm to ascertain authenticity)*



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

#### **A - On the Terms of Reference (Optional)**

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing 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 GMDC (Optional)**

[Provide Comments on Inputs and facilities to be provided by GMDC]



## 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 Score/ Marking Criteria specified in clause 5.2

- 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 Authority), 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

Credential of Staff position as specified in Technical Score criteria (second table of clause 5.2)

Sr. No.	Name of Staff	Proposed Position in this RFP/Assignment	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Total Years of Experience	Relevant Project Experience	Position and Task Assigned to this Job/Assignment	CV Details with signature
1.									
2.									
3.									
4.									
5.									
6.									

#### 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.					

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## **Annexure 6 : Curriculum Vitae (CV) for Proposed Experts and Support Staff**

*(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. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
8. 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:

9. Total Experience (Years): \_\_\_\_\_(details to be given in point no 13)
10. Relevant Sector Experience as per the scoring system (Years): \_\_\_\_\_(details to be given in point no 13)
11. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
12. 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:

13. Any other Information (relevance of experience, relevance of qualification etc)

14. 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 bio-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 wilful 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: Annual Revenue 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 the management consulting assignments, for the last three years (Excluding revenues from IT implementation, ERP, Audit, Taxation).

Years	Turnover (from the management consulting assignments)
2020-2021	
2021-2022	
2022-2023	
2023-2024	

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

*[In case Bidder's corporate policy does not permit to disclose absolute annual revenue figures then Bidder should submit this certificate by auditor/ registered Chartered Accountant / equivalent confirming that the revenue is more than the given threshold provided in clause 5.1]*



**Annexure 8: No Blacklisting certificate  
[On Stamp Paper of Value of 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 or as member of a Consortium 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**

**[On Stamp Paper of Value of 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 GMDC 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 \_\_\_\_\_ 202\_.

Signature  
(Company Seal)

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

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

Request for Proposal for Selection of Owner's Management Consultant for Operationalization and Commercialization of GMDC's Kadipani Expansion Project (KEP)



### 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://gmdctender.nprocure.com>. 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,  
 General Manager (PP&D and Tech IV),  
 Gujarat Mineral Development Corporation Limited  
 Khanij Bhavan, 132-Ring Road,  
 Gujarat University Ground, Vastrapur,  
 Ahmedabad- 380052.  
 Gujarat, India

**Sub: Price Bid for RFP for Selection of Owner's Management Consultant for Operationalization and Commercialization of GMDC's Kadipani Expansion (KEP) Project asset**

Dear Sir,

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

#### A. Part 1 - Program management scope

Sr. No.	Particular	Unit	No of Months (A)	Monthly Rates (Rs Lakh) (B)	Total Service Fees for Part 1 (Rs. Lakh) (A X B)
(i)	Program management as per the Scope of work specified in Section II	Lumpsum	12		X

#### B. Part 2 – Implementation support for Operationalisation and commercialisation of GMDC's KEP Project assets as per the Scope of Work specified in clause II

Sr. No.	Particular	Unit	No of Blocks for Year 1 (A)	Unit Rates for Block (Rate per Block) (Rs Lakh) (B)	Total Service Fees for Part 2 (Rs lakh) (A X B)



(i)	Part 2 Scope specified in Section II	Lumpsum	2		
	Total				Y

### C. Cumulative Service Fees for Part 1 and Part 2 of TOR

Sr. No.	Particular	Total Service Fees (Rs lakh )
A	<b>Part 1</b> : Program management as per the Scope of work specified in Section II	X
B	<b>Part 2</b> – Implementation support for Operationalisation and commercialisation of GMDC's Kadipani Expansion (KEP) Project asset as per the Scope of Work specified in clause II (Year 1 : Block 1+ Block 2)	Y
	<b>Total (A+ B)</b>	<b>Z</b>

#### Notes:

- (1) For the purpose of Bid evaluation, cumulative Service Fees quoted for Part 1 and Part 2 of the TOR ("Z" as per table C above) shall be considered.
- (2) The Bidder to quote charges (in table A and B) inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Service Fees, at the time of invoicing, shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Service provider.
- (3) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- (4) The above quoted rates represent remuneration of Bidder's staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance and any other expense to be incurred for executing Terms of Reference.
- (5) Service Fees shall be paid as per the payment terms.

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



## Annexure 12: Format for Bank Guarantee 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.....202\_\_

To,  
Gujarat Mineral Development Corporation Ltd.  
132 Ft Ring Road,  
Near University Ground  
Vastrapur,  
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide TenderNo. \_\_\_\_\_ 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 GMDC 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 GMDC 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 GMDC 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 GMDC 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 cause to or suffered by GMDC 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 GMDC 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 GMDC 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

6. 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.
7. It shall not be necessary for GMDC 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 GMDC may have obtained from the Bidder at this time when proceeding is taken against Bank hereunder be outstanding or unrealized.

We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

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



**Annexure 13: Format for Bank Guarantee for Performance Security**  
(On Non-judicial Stamp paper to be submitted along with submission of bids)

**Name of the Bank** :  
**Address** :  
**Guarantee No** :  
**Name of the Service provider** : M/s \_\_\_\_\_  
**Date of Expiry** :  
**Limit to liability** : Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**Ref:** Tender bearing No. \_\_\_\_\_ **Subject: Bank**  
**Guarantee towards Performance Security**

Date.....20  
To,  
Gujarat Mineral Development Corporation Limited  
Khanij Bhavan, 132-Ring Road,  
Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.  
Gujarat, India

Dear Sir,

In consideration of Gujarat Mineral Development Corporation Limited (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt **M/s** \_\_\_\_\_ (hereinafter called "OMC Consultant") from demand under the terms and conditions of "Technical Bid Document" ( hereinafter called the said "Bidding Document") issued by the GMDC vide Tender \_\_\_\_\_. **The present Bank Guarantee is towards Performance Security of Bid in terms of Clause No. \_\_\_\_ Of Part – \_\_\_\_ of the aforesaid bidding document for the due fulfilment by the OMC Consultant of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR \_\_\_\_\_/- (INR \_\_\_\_\_ only)**

1) We the \_\_\_\_\_ (Name of the Bank) hereinafter referred to as "Bank" having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the OMC Consultant of any of the terms and conditions contained in the said Bidding Document and unconditionally



pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

- 2) We \_\_\_\_\_ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Bidding Document by reason of the OMC 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 **INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).**
- 3) We \_\_\_\_\_ (Name of the Bank) further agree that GMDC shall be the sole judge of and as to whether the OMC 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 cause to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Contractor in respect of the said document and the decision of GMDC that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
- 4) We \_\_\_\_\_ (Name of the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said contractor (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have no claim against us for making such payment.
- 5) We \_\_\_\_\_ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
- 6) We \_\_\_\_\_ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said OMC 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 OMC 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 Contractor or for any forbearance act or omission on your part or any indulgence by you to the said OMC 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 GMDC merely on demand and without demur to the extent aforesaid.
- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.
- 10) The Bank has under its constitution power to give this guarantee and Mr. \_\_\_\_\_ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **INR** \_\_\_\_\_/-  
**(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 to GMDC for Performance Security if Bidder intends to submit Bank Guarantee (Except -Cooperative Bank)**

Finance Department, Government of Gujarat's GR No: FD/MSM/e-file/4/2023/4020/D.M.O. Dated: 11/03/2024 Read: FD GR.No. FD/MSM/e-file/4/2023/0057/D.M.O. Dated: 21/04/2023 specified list of



**Approved Banks as follows:**

**Annexure I.**

**Finance Department, GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.**

Date: 11/03/2024

(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, 2025. 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	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahkari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finance Bank	26	Saraswat Co-Operative Bank Ltd
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op Bank
14	IDFC First Bank	32	The Surat People's Co. Op. Bank Ltd
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vysya Bank		

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

  
(Bhavya Verma)

Deputy Secretary (Budget)  
Finance Department

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**Gujarat Mineral Development Corporation Ltd.**  
**(A Government of Gujarat Enterprise)**

CIN No. : L14100GJ1963SGC001206

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