
**Request for Proposal (RFP) for Dismantling, Shifting,
Installation and Commissioning of Existing Primary
Effluent Treatment Plant (1000 KLD) and
Containerized RO plant (250 KLD) within the mine
area at Surkha (North) Lignite Mine, Bhavnagar,
Gujarat, India**

GMDC/ENV/ 01 /2025-26



**Gujarat Mineral Development Corporation Limited
Khanij Bhavan, 132-ft Ring Road, Gujarat University Ground,
Vastrapur, Ahmedabad- 380052**

April 2025

DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called “Authority”/ “GMDC”) to the Bidders interested in Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India.

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, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. 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 decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including site visits for due diligence that may be required 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:

- **“GMDC Authority”** shall mean the Gujarat Mineral Development Corporation Ltd which shall appoint the Agency for the captioned work.
- **“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, and applicable to the Project.
- **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the constructions of the Works/Project during the subsistence of this Agreement.
- **“Authorized Signatory”** means the Person Authorized by the bidder firm to sign the bid, correspond with GMDC, make representation to GMDC as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.
- **“Service provider”** shall mean the Agency who are selected by GMDC/ Authority as per the process outlined in this RFP document for assisting GMDC in executing the Scope of Work specified in this RFP including a sole proprietor or a partnership firm or a company, who submits a Bid/ Eligibility and Qualification Submission along with RFP Fees under this RFP within the stipulated Due Date and Time of Submission.
- **“Bid/ Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
- **“Bidding Documents”** means document comprising RFP its annexure and schedule thereof.
- **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION IV.
- **“Bid Process/ Selection Process”** means the process of selection of the Service provider through single stage competitive bidding process which includes submission of Bids, Price Bid EMD scrutiny and evaluation of such Bids and Bids as set forth in the Bidding Document.
- **“Bid Security”** or **“Earnest Money Deposit (EMD)”** means Security to be furnished by the Bidder at RFP stage in accordance with provisions of RFP.
- **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION IV.
- **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION IV.
- **“Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of SECTION IV.
- **“Parties”** means the parties to the Agreement and **“Party”** means either of them, as the

context may admit or require.

- **“Qualification Criteria”** means criteria specified in clause 5.1 of SECTION IV.
- **“Preferred Bidder”** shall have a meaning specified in Clause 6.3 of RFP SECTION IV.
- **“Rates/ Price Bid/ Total Fees”** shall mean the charges payable by GMDC as against services provided by Service provider for Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD).
- **“RFP” and / or “RFP Document”** means RFP document along with Annexure attached issued for the purpose of selecting a Service provider for the Project.
- **“Site/ Project Site”** is the area defined in which the project is executed.
- **“Service Levels/ Performance Parameters”** shall have a meaning specified in Section III.
- **“Vandalism”** means destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub Service provider of 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 the leading State-owned Mining and Minerals Company of Gujarat with operational experience over 60 years and having product portfolio across mining, value added products and power. GMDC is a zero-debt company listed on National and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat.

GMDC's mining activities are spread across the state of Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Bhavnagar, Bharuch, Surat and Chhota Udaipur districts. It currently mines Lignite, Bauxite, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. It has five (5) operational lignite mines and six (6) upcoming lignite mines. GMDC also value adds to minerals through works such as pyrite removal from lignite, beneficiation of bauxite, and beneficiation of Low-Grade Manganese. The Company has set up 2 x 125 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 Ltd has mining rights for Surkha North Lignite Mine ("Surkha North Mines") near Bhavnagar. Surkha (N) Lignite Mine has been installed of Primary Effluent Treatment Plant (1000 KLD) & Containerized RO plant (250 KLD) for treatment of Acidic mine water. Considering the mine operation, GMDC is planning to shifting of both plants within the mine area. A plan showing existing location of plants and proposed new location is provided in the Annexure.

Hence, through this RFP, GMDC is inviting bids/ proposals from interested competent parties who can Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India.

The RFP comprises of Scope of Work of the Agency/Service provider, Instruction to Bidders including qualification criteria and instruction for bid submission, Payments terms, Contract Conditions and Forms to be submitted as part of the Technical Bid and Price Bid.

SECTION II: SCOPE OF WORK

1 Scope of Work

The Service provider shall have to undertake the Dismantling, Shifting, Installation & Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) from the current location to proposed new location at Surkha (North) Lignite Mine Bhavnagar within 60 days from the notice to proceed provided to the Service provider from GMDC.

Below are the activities the agency shall be involved for the successfully completion of work:

1.1. Planning, Preparation and Site Preparation at the New Location:

- The Service provider shall conduct surveys of both the existing and new proposed location and assess the ground conditions, accessibility, and space availability at the new site.
- The Service provider shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials.
- The Service provider shall plan for dismantling, transportation logistics, shifting, including route planning, reinstallation and any special transport requirements (e.g., oversized load permits) if required at the site at their own cost.
- The Service provider shall excavate and prepare the foundation area according to the existing plants specifications including preparation of the RCC foundation structure design and construction of the required foundation.
- The Service provider shall prepare concrete foundations and allow adequate curing time for settling of the RCC as per the standard/ good industry practice.

1.2. Dismantling & Shifting of both plants:

- The Service provider shall be intimated by GMDC well in advance before work execution.
- The Service provider shall safely disconnect all the compartment, including electrical and communication lines and carefully remove all equipment, instruments, machinery, tanks, MS shed, container, pipeline, valves, panels and other sensitive components.
- The Service provider shall have to safely do the loading, transportation and unloading of all components to the new location, taking care to avoid any damage.
- All type of mobilization, demobilization and local conveyance for manpower deployed for the work shall be in Service provider's scope. Also depute one qualified and experienced engineer for overall supervision of work.

- Service provider shall submit list of your manpower including supervisor, engineer and materials for preparing gate pass before executing the job.
- The Service provider shall provide required transportation vehicles like Hydra, Crane, Loader, other vehicles, etc. for successfully completion of the work.
- The Service provider shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the Service provider or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.

1.3. Installation & commissioning of plants at new location:

- The Service provider shall install all the machinery, equipment, instruments, excavation, civil work, foundation, piping, cabling work, Necessary civil pad/structure etc for successfully commissioning of both plant at new location.
- The Service provider shall reassemble all components, ensuring correct alignment, fit and ensuring they are properly working.
- The Service provider shall provide necessary piping, bolts, valve, cable and other required consumable, if case of any. The category and MOC of the provided materials will be same as per existing conditions.
- From commencement to completion of the work(s) as a whole, the Service provider shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof. if any damage is caused during the whole work, the Service provider shall be repair/replace at their own cost.
- The Service provider shall conduct a final inspection in presence of a team of Lignite Project, Bhavnagar to ensure all aspects of the installation meet project specifications and safety standards.
- The Service provider shall test the entire system for operational accuracy and submit the analytical test report of final outlet of both plants (ETP outlet & RO plant outlet) after the successfully commissioning of the work through NABL accredited laboratory. The report shall contain analysis of all data related to those requirements laid down in the RFP.
- The Service provider shall submit the final electrical drawing including piping & instrument diagram, Civil drawings of foundation, shed and other related documents to GMDC after successfully commissioning of both plant at new location

1.4. Other general terms & conditions:

- The work shall be carried out in a manner to satisfy needs of the GMDC with good practice. A qualified and experienced engineer shall be engaged for site supervision.
- All materials, testing appliances, tools, tackles consumables & spares etc. necessary for the successful execution & completion shall be provided by the Service provider.
- Cement & aggregates required for the construction, erection works shall be procured by the Service provider at his own cost. All the cement to be used for the proposed work for any civil engineering activity shall be Portland Pozzolana Cement (Fly Ash based), confirming to IS: 1489, Part-I (Latest Edition) and from the specified supplier/manufacturers only.
- All reinforcement and structural steel required for construction, erection and other allied job shall be procured by the bidder at his own cost. All the reinforcement steel to be used for the RCC work for the proposed effluent treatment plant at all levels, shall be CRS (Corrosion Resistant Steel) type of Fe 500 Grade confirming to IS:1786 and from the specified supplier/manufacturers only.
- Royalties for the construction materials i.e. Sand, Stone, aggregates, Rubble, murrum, gravel as specified from time to time by the State Government shall be paid by the Service provider. All ruling regulations have to be strictly adhered to.
- Only necessary electrical power will be supplied free of charge by GMDC during testing and commissioning work. All other consumable and any arrangements shall have to be made by the Service provider at his own cost.
- Any other works which is not mentioned but necessary for successful dismantling, shifting, re-installation & commissioning would be in the scope of Service provider.
- For the items, which are not supplied, or the works, which are not being carried out by the Service provider, as the case may be, shall be completed at the risk and cost of the Service provider.
- The Service provider will abide by statutory regulations applicable at the project e.g. Mines Act, Factory Act, Environmental law and other related Law & Regulations etc.
- The Service provider will remain in contact with the Engineer-In-Charge of GMDC. The Service provider shall submit the final commissioning report duly signed by its authorized representative and verified by EIC of GMDC.
- All the safety and factory rules shall be strictly followed. The Service provider is fully responsible for the safety of his staff and workmen and must equip them with safety appliances and tools.
- The Service provider shall be responsible for safety of equipment's and plants. If any damages occur, then the Service provider shall be responsible for repairing the damages made to the equipment's and plant of GMDC and compensate for the cost of damages.
- GMDC reserves the right to terminate this contract at any time without assigning any reason/s. On withdrawal of bidder work order before the contract period by the tenderer, Service provider will not make any query or complaint by any mean.

- Any dispute shall be resolved mutually. In case of failure, the dispute shall be subject to Jurisdiction of Ahmedabad courts only.

2 Duration of Contract and Work:

- Time and quality are the essence of the contract and Service provider has to complete the work accordingly. Looking to this, Service provider has to complete the work within **60 days** from the date of intimation from GMDC.
- In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Service provider.
- GMDC reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and / or breach of any terms and conditions of the contract, GMDC shall have discretion to take appropriate action including termination of the contract.
- All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if the Service provider fails to comply the laws; it will be done at the risk and cost of the Service provider and expenses will be recovered from Bills of the Service provider.

SECTION III: LIQUIDATED DAMAGES AND DEFECT LIABILITY PERIOD

1 Liquidated Damages.

- Time and quality are the essence of the contract and Service provider has to complete the work accordingly. Looking to this, if work is not completed within timeline & quality (i.e. within 60 days after intimation of GMDC), the LD will be levied 1.0% of total contract value per week subject to maximum 10% of total contract value. More than 3 days will be considered as week for determination of liquidated damages.
- Incompletion of any work or part of the work found of the contract affecting to the operation and safety of equipment and manpower shall be considered non-completion of the work and may lead to liquidated damage of 1.0% of total contract value per week subject to maximum 10% of total contract value.
- For major breakdown/repair/service works, depending on the case-to-case basis, a minutes of meeting (MoM) shall be prepared for respective case and the team comprising of GMDC officials and agency staff shall decide a mutual date for "completion of the work" to be undertaken by the agency and shall be approved by GMDC officials. Within the approved time frame the Service provider shall complete the work. For the approval of timeframe, GM (Project) shall be the authorized person to provide the approval for the respective case based on the joint analysis undertaken by GMDC and agency team members. For any further delay then the time frame given, the Service provider shall be penalized until the work is not completed.
- Under any circumstances GMDC shall not be liable to pay any compensation to the Service provider.
- GMDC reserves right to terminate the contract and get the balance work completed at the cost and risk of the Service provider including service charges of GMDC, if the work shall not be carried out up to the satisfaction of GMDC and not completed in time.

2 Defect Liability Period.

- The defect liability period of 12 (Twelve) months.
- The defect liability is applicable for Civil structure, MS structure, Foundation, Fixture of equipment's/instruments, Civil pads etc.
- During the Defect Liability Period, the Service provider shall;
 - Rectify/Correct/ remedy any defect/fault /damage that occurred to the plants within the timeline specified by GMDC on as and when basis upon identification and notification of such defect(s).
 - The Service provider shall, at its own cost, rectify the identified defect within the Agreed Timeline, however and always subject to such defect arising out of the reasons attributable to the quality of material, workmanship and any negligence

of the Service provider during the working period and Defect Liability Period. In case the defect has occurred due to reasons which are not attributable to the Service provider such as Force Majeure, Vandalism etc., the cost of defect rectification shall be borne by GMDC.

- In addition to above, the Service provider shall rectify the defect within the Agreed Timeline. In case of non-adherence, GMDC shall collect liquidated damages of 1.0% of the amount of Performance Security per week of delay for additional 20 days, for a maximum up to 10% of the amount of Performance Security.
- In case the Service provider fails to rectify the defect/s within the additional 20 days period, GMDC at its own cost may rectify the defect and the cost so incurred shall be recovered from the Performance Security.

SECTION IV: INSTRUCTIONS TO BIDDERS

1. Introduction

1.1. Bidding Process

- a. GMDC has adopted a two-stage online bidding system separately for Technical Bid and Financial Bid with evaluation on L1 basis as detailed out in this RFP for Selection of Service provider for Dismantling, Shifting, Reinstallation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India (the “**Bidding Process**”).

Technical Bid shall be submitted physically whereas Price Bid/ Financial Bid shall be submitted online through <https://gmdctender.nprocure.com/> . The Bidders are required to place pen drive comprising of soft copy of technical proposal/Bid as part of Technical Bid submission along with Physical copy. The Bids for which the Price Bid is submitted in hard copy / physical form/ pen drive shall be rejected as non- responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.

- b. The Bidders need to offer their Bid which conforms to the Scope of Work 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 IV. Based on Technical evaluation, only Bidder’s meeting Responsiveness Test, and Qualification Criteria as specified in clause 6.2(a) and 5.1 respectively shall be opened.
- d. In the second stage, a Financial Bid/Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 6 in SECTION IV of RFP. A Ranked list of bidders based on their Price in ascending order shall be prepared. The Bidder determining the Lowest (L1) as per the clause 5.2 shall be declared as Preferred Bidder (the “Preferred Bidder”) and considered for award after following the due process including negotiation.

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 by paying a visit to the site, 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) The Bidder will need to submit a nonrefundable RFP Document/Tender Fee **of INR 2,950 (i.e., RFP fees of INR 2,500 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favor of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section **or** (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on nprocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favor of GMDC Limited through electronic mode is specified below:

Bank Name: ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

IFS Code: ICIC0000024

SWIFT Code: ICICINBBXXX.

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.
- c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.
- d) ***Relaxation in terms of submission of RFP Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of bid to this RFP.***

1.6. Schedule of Bidding

Event Description	Date, Time and Address																				
Brief Description of work	Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar.																				
Date from which RFP documents will be available	RFP shall be available from 25/04/2025 from https://gmdctender.nprocure.com/ and company website https://www.gmdcltd.com . Interested Bidders can download the RFP documents from this website.																				
Site Visit (Mandatory before attending Pre-Bid meeting)	Bidders are requested to mandatorily undertake site visit of each of the site mentioned in the Section 2 Scope of work. Bidders to duly fill the form provided in Annexure 6 of this document and bring along with them to the mine location.																				
Last date for receiving Pre-Bid queries/clarifications	<p>Bidders may send their queries by 05/05/2025 up to 17:00 hrs to following contacts or reach out for any assistance.</p> <p>General Manager (Environment) GMDC Limited Email: gm.env.co@gmdcltd.com Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>The queries to be submitted in the following format in excel format:</p> <table border="1" data-bbox="592 1227 1417 1886"> <thead> <tr> <th colspan="4" data-bbox="592 1227 1417 1283">Bidders Request for Clarification</th> </tr> <tr> <th data-bbox="592 1283 818 1498">Name and Address of the Organization submitting request</th> <th data-bbox="818 1283 1023 1498">Name and Position of Person submitting request</th> <th colspan="2" data-bbox="1023 1283 1417 1498">Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td data-bbox="592 1498 818 1615"></td> <td data-bbox="818 1498 1023 1615"></td> <td colspan="2" data-bbox="1023 1498 1417 1615">Mobile: Email:</td> </tr> <tr> <th data-bbox="592 1615 818 1830">Sr. No.</th> <th data-bbox="818 1615 1023 1830">RFP Document Reference (Section and Page no.)</th> <th data-bbox="1023 1615 1217 1830">Content of RFP requiring clarification</th> <th data-bbox="1217 1615 1417 1830">Clarification sought</th> </tr> <tr> <td data-bbox="592 1830 818 1886">1.</td> <td data-bbox="818 1830 1023 1886"></td> <td data-bbox="1023 1830 1217 1886"></td> <td data-bbox="1217 1830 1417 1886"></td> </tr> </tbody> </table>	Bidders Request for Clarification				Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative				Mobile: Email:		Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought	1.			
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1.																					

Event Description	Date, Time and Address
Pre-Bid Meeting	Pre-Bid Meeting will be held on 07/05/2025 at 12.00 Hours. Venue of pre-bid meeting will be Corporate Office, GMDC, Ahmedabad (Gujarat).
Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place at https://gmdctender.nprocure.com/ 14/05/2025 up-to 17:00 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 physical offline mode after the submission of the Price Bid at the designated address by the deadline mentioned.
Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	The Technical Bid is to be submitted offline, on or before 16/05/2025 up to 17:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.
Opening of Technical Bid	On 17/05/2025 AT 12:00 Hrs. at GMDC Corporate office, Ahmedabad
Opening of Price Bid	To be indicated to later after completion of Technical Evaluation.
Signing of Agreement	Within 30 days from the date of issuance of LOA.
General and Important Terms and Conditions	GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons. GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFP on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum. GMDC reserves the rights to modify or alter any Condition of the RFP. The Bidders are advised to submit their price bid online on https://gmdctender.nprocure.com/ <u> </u> only. Physical price bid

Event Description	Date, Time and Address
	shall not be accepted and shall be rejected summarily without assigning any reasons. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

GMDC shall endeavor to adhere to the bidding schedule as specified above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

2. General

2.1. Bid Validity

- a. Bids shall remain valid for a period of not less than 180 days (One Hundred and 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 the expiry of the original Bid Validity Period, GMDC may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP SECTION IV in all respects.

2.2. Numbers of Bids by Bidder

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

2.3. Governing Law and Jurisdiction

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

2.4. 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 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.
- d) 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 amount **INR 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** shall be provided in favor of "**Gujarat Mineral Development Corporation Ltd**", in any one of the following forms/formats. The List of Approved Banks is provided in Annexure 16.
- 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 by the Government of Gujarat from time to time (except Cooperative Banks) to GMDC as per the Annexure 11 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 GMDC and Bidder from time to time as per clause 2 of RFP SECTION IV. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank

through SFMS¹ under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD..

- b) ***Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of bid to this RFP.***
- c) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- d) 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.
- e) 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 favor 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.
- f) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- g) 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 in SECTION IV of RFP;
 - 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 Service provider, 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 Service provider, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

¹ Structured Finance Messaging System (SFMS) is a RBI mandated Bank Guarantee Messaging System.

3. Documents and Pre-Bid Conference

3.1. Content of RFP

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

Notice Inviting Tender

- SECTION I: Background
- SECTION II: Scope of Work
- SECTION III: Liquidated Damages and Defect Liability Period
- SECTION IV: Instruction to Bidders (ITB)
- SECTION V: Prices and Payment Terms
- SECTION VI: Contract Terms & Conditions
- SECTION VII: Annexures

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 of Section IV. They should send in their queries on or before the date mentioned in clause 1.6 in order to enable 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 <https://gmdctender.nprocure.com/>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall endeavor 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 GMDC, or its employees or representatives, shall not in any way or manner be binding on GMDC.

3.3. Pre-Bid Meeting

- a) The bidders are encouraged to visit mine site visit prior to attending the pre-bid meeting and as mentioned in this RFP document.
- b) A pre-bid meeting would be held at time and an address specified in clause 1.6 of

Section. Bidders shall bear their own cost of attending any pre-bid meeting.

- c) 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, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.
- d) Clarifications/responses would be shared by uploading such responses online only at website of GMDC (i.e. <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com/>) if required in the form of an addendum and or corrigendum.
- e) 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 and shall be uploaded only on 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 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 or Proprietorship.
 - (2) In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

4.4. Submission Format & Sealing and Marking of Proposals

- a) The original instruments of the EMD/Bid Security of the required value and in approved format as specified in clause 2.5 of Section IV and RFP Fees as specified in clause 1.5 of Section IV shall be sealed in an envelope on which the following shall be superscribed:

“RFP for Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar”.
- 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 the authorized signatory of Bidder
2.	2	Bidder’s Organization details: Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.
3.	3	Registered Chartered Accountants statement specifying audited Turnover for the last three years as per clause 5.1 of Section IV Audited Financial statements for the last three years as per clause 5.1 of Section IV
4.	4	No Blacklisting certificate on Stamp Paper
5.	5	Work Experience details
6.	6	Declaration of the Site visit

7.	7	The undertaking of information and document provided is true.
8.	8	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
9.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
10.		A pen drive comprising of soft copy of Technical Bid is also to be submitted as part of the Technical Bid

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 superscribed:

“RFP for Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar”. - 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 Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar”. – Bid submission”

Addressed to:

General Manager (Environment),

Gujarat Mineral Development Corporation Limited

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

c) **Financial Bid/ Price Bid (Online)** to be filled up at designated places **only on** <https://gmdctender.nprocure.com/> as per the format provided in the Annexure 9.

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 4.5 of Section IV. Price Bids or any information relating to price submitted in hard copy shall result in rejection of the Bid.

4.5. Bid Due Date

- The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6 of this Section.
- 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 GMDC 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 <https://gmdctender.nprocure.com/> .

4.6. Late Submission

- a) Physical submissions for Technical Bid and EMD&RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) GMDC shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e-tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nprocure. The contact details of (n)Procure are as follows:

(n)Code Solutions (A Division of GNFC Ltd.)

403, GNFC Info tower, Bodakdev,

Ahmedabad - 380054. India

Sales : 079- 4000 7323

Support : 079- 4000 7300

Email : nprocure@ncode.in

4.7. Modification and Withdrawal of Bids

- a) Bidder shall not be able to modify any part of its Bid after the Bid Due Date. In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after online submission thereof. The Bidder may online modify, substitute or withdraw its bid after submission, prior to the Bid Due Date 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 evaluation criteria

All bids must be considered responsive as described in **clause 6.2 a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Qualification Criteria specified hereunder and will progress to the next stage of Price Bid opening. The Qualification Criteria are described below.

5.1. Qualification Criteria

A Bidder must meet Qualification Criteria as specified hereunder in order to qualify for the next stage of evaluation.

Sl. No.	Qualification Criteria	Documentary Requirements
1	<p>The Bidder can be either a registered partnership firm a Company registered in 1956/2003 or a Limited Liability Partnership (“LLP”) firm 2013 or registered partnership firm or Proprietorship firm.</p> <p>Bidding in the form of a consortium is not allowed.</p>	<p>a) Company Copy of Certificate of Incorporation Copy of Memorandum of Association Articles of Association</p> <p>b) Limited Liability Partnership (“LLP”) firm Copy of Certificate of Incorporation Copy of Deed of Partnership</p> <p>c) Registered partnership firm Copy of Registration certificate Copy of Deed of Partnership</p> <p>d) Registered proprietorship firm GST Registration, PAN</p>
2	<p>Bidder must have a Minimum Average Annual Turnover of Rs. 20 Lakhs from 3 consecutive Financial years out of last five financial years (FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23.)</p>	<p>Certificate from the Chartered Accountant</p>
3	<p>Bidder must have an average positive Net Worth for the last two out of four financial years of FY 2019-20, 2020-21, FY 2021-22, and FY 2022-23.</p>	<p>Certificate from the Registered Chartered Accountant.</p> <p>Audited Balance sheet and Profit & Loss statement</p>
4	<p>The Bidders should have the minimum experience of having successfully completed similar works during the last 7 (seven) years ending on the last day of March 2025 (i.e. the period from 01.04.2018 to 31.03.2025) as follows:</p> <p>Three similar completed works each having an amount of Rs 15,00,000 /- (Rupees Fifteen lakhs only) or more during the last 7 (seven) years ending on the last day of March 2025 (i.e. the period from 01.04.2018 to 31.03.2025):</p> <p style="text-align: center;">OR</p> <p>Two similar completed works each having an amount of Rs 20,00,000/- (Rupees Twenty lakhs Only) or more during the last 7 (seven) years ending on the last day of March 2025 (i.e. the period from 01.04.2018 to 31.03.2025):</p>	<p>Work Order and client completion performance/ completion certificate.</p>

	<p style="text-align: center;">OR</p> <p>One similar completed work having the amount of Rs 30,00,000/- (Rupees Thirty lakhs only) or more during the last 7 (seven) years ending on the last day of March 2025 (i.e. the period from 01.04.2018 to 31.03.2025):</p> <p>*Similar Completed Work*</p> <p>Similar completed work means Bidder should have experience in Supply, Erection & Commissioning of ETP/CETP/STP/WTP OR Retrofitting & upgradation of ETP/CETP/STP/WTP OR Shifting & installation of ETP/CETP/STP/WTP combination of all work/any more than one work during the last 7 years and carried out work under the single LOA/Work order/Agreement.</p>	
5	The Bidder should give a declaration of site visit.	as per the format provided in Annexure 12 of the Tender Document.
6	The bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government / PSU as of the date of submission of bids.	An undertaking to this effect should be submitted in non- judicial stamp paper of value 300 and duly notarized.

5.2. Evaluation of Price Bid

- a) The Price Bid of only Qualified Bidder passing the Responsiveness Test specified in clause 6.2 (a) and meeting the Qualification Criteria specified in Clause 5.1 shall be opened. The Price Bid opening process is specified in clause 6.2.
- b) Bidders are required to quote price for Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar as specified Annexure 9 of this RFP.
- c) The Authority shall determine the responsiveness of Price Bid of Bidder in relation to the Market rates, Authority's Internal Estimate, Good Industry Practice or inter-se allocation of costs between different heads. In case the bid is found to be seriously imbalanced, inconsistent or far variant in above respects, the Authority shall be entitled to solicit, at it's sole discretion, detailed price analysis for any or all items specified in Price Bid all Bidders to demonstrate the above. In case of the Price Bid of the Bidder, which is unrealistically lower or Higher than internal estimate or market rate or Good Industry

Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive. Authority also retains the right to suggest rebalancing between different costs heads to balance out any frontloading of costs. Authority also retains the right to cancel the bid and order re-bidding in the event of high costs in relation to above.

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 of Section IV in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such an opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's name, the presence or absence of requisite RFP Fees and Bid Security and such other details as GMDC 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 along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

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

- 1) Prior to evaluation of Technical Bids (i.e., Qualification Criteria), 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 and Price Bid online properly as per the terms of the RFP.
 - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
 - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
 - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
 - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP).
 - (vi) It does not contain any conditionality; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) 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 Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids are determined to be responsive.

b) Assessment of Qualification Criteria

- 1) GMDC shall examine and evaluate the Qualification of each received Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5.1 in order to qualify for next stage of assessment.
- 3) The Financial Bids/ Price Bids of only Technically Qualified Bidders shall be opened. Evaluation of Financial Bid/ Price Bids of only Technically Qualified Bids/ Bidders shall be carried out.

6.3. Opening of Price Bid/Financial bid

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdctender.nprocure.com/> as per the indicative format specified in Annexure 9 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Qualification Criteria in accordance with 5.1, 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 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 evaluate the Price Bid in accordance with the provision set forth in clause 5.2.

6.4. Determination of Lowest Price Bidder

- (i) A Ranked list of bidders based on their Price in ascending order shall be prepared.
- (ii) The Bidder determining the Lowest (L1) as per the clause 5.2 shall be 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 and/or appropriate the EMD if:

- at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- Bidder is blacklisted/barred by any Government Agency.
- In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8 of section IV.
- In case the Bidder has Conflict of Interest as per clause 9 of Section IV.
- a Bidder makes an effort to influence GMDC in its decisions on Evaluation process/Selection process.
- while evaluating the Bid, if it comes to GMDC'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.
- c) 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 Consultant either by issue of the LOA or entering into of the Contract, and if the Service provider 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 Service provider or the Consultant, as the case may be, without GMDC being liable in any manner whatsoever to the Service provider or the Consultant. 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 consultants/ 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, GMDC shall notify the Preferred Bidder(s) as the Service providers through letter that his/their Bid has/have been accepted (the "Service provider(s)"). and GMDC intends to issue Work Order to the Service provider. This Letter ("Letter of Intent"/ "LOA") shall be issued, in duplicate.
- (ii) The Service provider 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 Service provider 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 Service provider to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

- (iii) The Service provider shall furnish the Performance Security in accordance with clause 7.3 within 15 days from the date of LOA.
- (iv) Upon receipt of the Performance Security, GMDC shall issue Work Order to Agency with detailed terms and condition as per the RFP. The Agency shall, within 7 (seven) days of the receipt of the Work Order (the "Work Order"), sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the Work Order duly signed by the Agency is not received by the stipulated date, GMDC may, unless it consents to an extension of time for submission thereof, appropriate the Performance Security of such Bidder as damages on account of the failure of the Agency to acknowledge the Work Order and the next Eligible and Qualified Bidder may be considered.

7.2. Signing of Agreement

- (i) After acknowledgement of the Work Order as aforesaid by the Service provider, it shall cause the Service provider, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within 30 days from the date of Work Order (the "Execution Date"). The Agency 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 VI of this RFP.
- (iii) The Service provider shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 300 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 Service provider.
- (iv) After the signing of Agreement, the Service provider shall be called the "Service provider".

7.3. Performance Security

- (i) The Service provider shall furnish Performance Security to GMDC for securing the due and faithful performance of its obligations under the Agreement, in the form of a Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 10) as below (the "**Performance Security**").
- (ii) The Performance Security of the amount equivalent to 10% of Grant Total Price as per the Price Bid Format (Annexure-9) shall be submitted 30 days prior and it shall remain valid till the end of the Contract Period of 60 Days.
- (iii) Above performance Security(ies) shall be submitted in favor of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank to GMDC. The Performance Security shall be submitted in the form of BG./ DD.

- (iv) In case the Contract Period is extended then the Service provider shall have to renew Performance Security for a period of extended Contract Period.
- (v) If the Service provider fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.
- (vi) 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 the Service provider's breach in accordance with the terms contained in the Agreement.
- (vii) 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 fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (viii) 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 Agency shall commence the Work within 15 days from the date of LOA, or such other date as GMDC may inform. If the fails to either sign the Agreement as specified in Clause 7.2 of this section or commence the assignment as specified herein, 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 the RFP, 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, analyzed, processed or in whatever manner provided by the Service provider to GMDC in relation to this Project pursuant to the Scope of Work shall be the property of GMDC.

7.6. Tax Liability

- (i) The rates quoted in Price Bid Annexure 9 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, GMDC shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of 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 Consultant 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 Consultancy (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 interest’s 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 bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
 - F. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service provider will depend on the circumstances of each case. While providing consultancy services to 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 sub Service provider due to prior, current contracts, engagements, or affiliations with GMDC. 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 Service provider of GMDC and shall not be deemed an agent, legal representative, joint venture or partner of GMDC. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

SECTION V: PRICES AND PAYMENT TERMS

1. Prices for Dismantling, Shifting, Installation and Commissioning of Plants

Sr. No.	Description	Total Rate in Rs.
1	Dismantling, Shifting, Installation and Commissioning of Primary Effluent Treatment Plant (1000 KLD).	
2	Dismantling, Shifting, Installation and Commissioning of Containerized RO plant (250 KLD).	
3	Civil work of Primary Effluent Treatment Plant (1000 KLD).	
4	Civil work of Containerized RO plant (250 KLD).	
	Grand Total (1+2+3+4)	

- I. The prices of Dismantling, Shifting, Installation and Commissioning of Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) shall be exclusive of GST but inclusive of any other Applicable Taxes. However Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC.
- II. The Prices are inclusive of all scope of work specified in Section II.
- III. 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.

2. Payment Terms

- I. The payment for the Dismantling, Shifting, Installation and Commissioning of Plants shall be made after the Successfully completion of work and subsequence Work completion certificate issued by GM (Project) thereof.
- II. GMDC shall make payment for the full & final bill submitted to the office of the General Manager (Project) with the following documents:
 - Details of Work carried out with work measurement sheet/ supporting documents/ Reports etc. and due approval from GMDC Engineer In-charge.
 - Analytical test report of final outlet of both plants (ETP outlet & RO plant outlet) after the successfully commissioning of the work through NABL accredited laboratory. The report shall contain analysis of all data related to those requirements laid down in the RFP.
 - Final electrical drawing, Layout, piping & instrument diagram, Civil drawings of foundation, shed and other related documents.

- Work completion certificate issued by GM (Project).
 - No dues/ No demand certificate.
- III. The mode of payment will be by RTGS.
- IV. The full & final bills, submitted at the office of the General Manager (Project) will be processed there considering the following deductions:
- Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) shall be applicable in force from time to time.
 - Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
 - Liquidated damages livable as per the Section III of RFP.
- V. Extra Item clause: Cost of any additional services provided other than the scope specified in the RFP for which no rate is specified in this contract, such items / Services shall be supplied/ provided and paid for at a rate of Prevailing Market rates charged to other parties by the Agency or prevailing market rates for similar items available in the market plus reasonable 15% for overheads and administrative charges of Agency.

SECTION VI: 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 Service provider) having its registered office at _____, hereunder referred to as the “**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 Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar**” as per the terms specified in RFP and this Agreement (hereinafter called the “**Project**”);
- 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 Intent (LOA) No. _____ dated _____ and Work order No. _____ dated _____ accepting the particular Bid Proposal.
- C. The Service provider has accepted the LOA and Work Order by its letter dated _____, and _____ respectively requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the Service provider for **Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar** 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 (the "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 Intent (LOA) no. _____ issued on _____.
3. Work Order no. _____ issued on _____.
4. Performance Security as per _____
5. Scope of Work provided in RFP.
6. Payment Terms provided in RFP.
7. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

1. General

1.1. Definition and Interpretation

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

- **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd which shall appoint the Agency for the captioned work.
- **“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, and applicable to the Project.
- **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the constructions of the Works/Project during the subsistence of this Agreement.
- **“Authorized Signatory”** means the Person Authorized by the bidder firm to sign the bid, correspond with GMDC, make representation to GMDC as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.
- **“Agency/ Service provider”** shall mean the Agency who are selected by GMDC/ Authority as per the process outlined in this RFP document for assisting GMDC in executing the Scope of Work specified in this RFP. including a sole proprietor or a partnership firm or a company, who submits a Bid/ Eligibility and Qualification Submission along with RFP Fees under this RFP within the stipulated Due Date and Time of Submission.
- **“Bid/ Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
- **“Bidding Documents”** means document comprising RFP its annexure and schedule thereof.
- **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION IV.
- **“Bid Process/ Selection Process”** means the process of selection of the Service provider through single stage competitive bidding process which includes submission of Bids, Price Bid EMD scrutiny and evaluation of such Bids and Bids as set forth in the Bidding Document.
- **“Bid Security”** or **“Earnest Money Deposit (EMD)”** means Security to be furnished by the Bidder at RFP stage in accordance with provisions of RFP.
- **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION IV.
- **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION IV.

- **“Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of SECTION IV.
- **“Parties”** means the parties to the Agreement and **“Party”** means either of them, as the context may admit or require.
- **“Qualification Criteria”** means criteria specified in clause 5.1 of SECTION IV.
- **“Preferred Bidder”** shall have a meaning specified in Clause 6.3 of RFP SECTION IV.
- **“Rates/ Price Bid / Total Fees”** shall mean the charges payable by GMDC as against services provided by Service provider for Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD).
- **“RFP” and / or “RFP Document”** means RFP document along with Annexure attached issued for the purpose of selecting a Service provider for the Project.
- **“Site/ Project Site”** is the area defined in which the project is executed.
- **“Service Levels/ Performance Parameters”** shall have a meaning specified in Section III.
- **“Vandalism”** means destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub Service provider of the Service provider

1.2. Principles of Interpretation

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

1.3. Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the Service provider. The Service provider shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4. Rights and Obligations

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

- a) the Service provider shall carry out the Service in accordance with the provisions of the Agreement; and
- b) GMDC shall make payments to the Service provider in accordance with the provisions of the Agreement and services provided based on Scope of Work specified in Section II of RFP.

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 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 (Environment)

Email: gm.env.co@gmdcltd.com

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

If to Service provider.

1.9. Location

The service hence be carried out in GMDC's Surkha (North) Lignite mines, Bhavnagar, Gujarat, India.

1.10. Authorized 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 Service provider 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 (Environment).
- c) The Service provider may designate one of its employees as Service provider's Representative. Unless otherwise notified, the Service provider's Representative shall be _____.

2. General Terms

2.1. Effectiveness of Agreement

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

2.2. Use of the Facility

The Service provider shall not use the Project site (the "Facility") for any purpose other than for the purposes specified in the Scope of Work. The Service provider shall not at any time do, cause or permit any nuisance on the Project site/ do anything which shall cause unnecessary disturbances or illegal activities.

2.3. Rights and Title over the Project Site

GMDC shall remain the sole owner of the Project. The Service provider hereby assures and undertakes that:

- a) It shall have rights to use the Project facility only for the purpose of Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar during the Contract Period and in accordance with the provisions of this Agreement.
- b) It shall not Part with or create any Encumbrance on the whole or any Part of the Project Site.
- c) The rights are being granted to the Service provider purely for the specific purpose of Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area

at Surkha (North) Lignite Mine, Bhavnagar. The property shall remain fully controllable by GMDC. Under no circumstances shall this Agreement create any interest of the Service provider in the property of any nature analogous to lease, ownership, partial or full title. GMDC shall continue to possess the right to evict the Service provider from the site at any time as per the terms and conditions of this Agreement.

- d) Under no circumstances does the Service provider shall have any rights over the land, property, buildings, utilities, equipment or any structure standing on the site of the Project other than those rights which are expressly given under this Agreement and the Service provider agrees to vacate the Project facility peacefully at the end of the Agreement Period.

2.4. Existing Structure and Surroundings of the Facility

The Service provider shall have to ensure that any of its activities at the Project site during the Agreement Period shall not cause any damage to any existing assets or third party. The cost /compensation for any such damages caused by the Service provider shall have to be borne solely by itself if such damages are caused by negligence of staff deployed by the Service provider.

2.5. Facility to be free from Encumbrances.

The Service provider shall not part with or create any encumbrance on the whole or any part of the Project or Project site and shall not place or create nor permit any Service provider or other person to place or create any encumbrance or other interest over all or any part of the Project/ Project site, save and except as may be expressly provided in this Agreement.

2.6. Entire Agreement

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.6 (a) , on matters not covered by this Agreement, the provisions of RFP shall apply.

2.7. Modification of Agreement

- a) Modification of the terms and conditions of this Agreement, including any modification of the scope of the supply and 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.
- b) Without Prejudice to the provision stated in subclause a) hereinabove, Managing Director, GMDC shall have rights to take suitable decision and action in case of requirement to amend/ alter the Agreement conditions/ scope of the supply and services/ extension of the Contract Period/ allotment of additional quantities of work/ fees etc., if necessary, after considering the conditions prevailing at that time.
- c) For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or increase and/or reduce the contract services or supply at any time without giving any notice or reason to the Service provider and without incurring any responsibility. For such cases, the Service provider shall have to take away his staff and shall leave the site at once or shall have to carry out the instructions of the GMDC.

2.8. Agreement Period / Contract Period

- a) Unless terminated earlier pursuant to RFP 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 90 days from the Effective Date (the "Contract Period")**. Upon Termination, GMDC shall make payments of all amounts due to the Service provider hereunder for which the services were delivered.
- b) Subject to the satisfactory performance of the Service provider during the Contract Period, the Authority may, at its sole discretion, extend the Maintenance Period by one year upon mutual consent at terms which may be discussed and fixed thereupon.

3. Obligations of the Service provider

3.1. Scope of Work

The Scope of Work to be performed by the Service provider is specified in the RFP SECTION II. The Service provider shall be required to execute the Scope of Work professionally and diligently and in adherence to the timelines specified therein.

3.2. Standard of Performance

- a) The Service provider shall perform the scope of work and carry out their obligations stated in this Agreement with all due diligence, in accordance with generally accepted professional practices, and shall observe sound management practices, and employ appropriate, safe and effective methods.
- b) The performance of the Service provider shall be assessed based on the Service Level Agreements specified in Section III of the RFP.

3.3. Responsibilities during execution of work

- a) Subject to and terms and conditions of this Contract, the Service provider at its cost and expense shall undertake survey, engineering, drawing, preparation, procurement, erection, fabrication and construction, repair and rectification of the Project and fulfil and comply with all obligations set out in the Contract Conditions, Scope of Work and Technical Specifications.
- b) Performance of all obligations under this Contract in accordance with the Technical Specifications, Contract Conditions, Good Industry Practice and as a reasonable and prudent person.
- c) The Service provider shall remedy all loss or damage to the Project or Material to be incorporated in the Project from the Start Date till the end of the Defect Liability Period at Service provider's cost if such loss or damage is attributable to the Service provider's acts or omissions.
- d) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Service provider's obligations under this Contract.
- e) Service provider shall not do or omit to do any act, deed or thing which may in any manner violates any of the provisions of this Agreement.
- f) Service provider shall support, cooperate with and facilitate GMDC in the implementation and operation of the Project in accordance with the provisions of this Contract.
- g) Service provider shall take insurance policies of Works, Plant & Materials, its employees and Third-party insurance as per the provision of this Contract.
- h) The Service providers shall also give a list of machineries in his possession and that he proposes to use the work.
- i) The Service provider is responsible for safety of its people deployed on Project. He shall have to arrange for the supply of gumboots, Hand gloves, mask etc. invariably to the laborers/workers engaged by the Service provider on asphalt work.
- j) The Service provider shall deploy adequate and good quality of equipment required for construction and repair and rectification during Defect Liability Period. It also has to abide by the direction by GMDC during the work, if any.
- k) The Service provider shall not have any legal rights on the Site and the Service provider is required to use Project site to carry out the Project Works only.
- l) The Service provider is required to provide the color photograph displaying the date and time of the Completed Work along with the Bill as and when demanded by GMDC.
- m) Service provider shall have deployed adequate plant, machinery, manpower, equipment, DG set, supervisory staff etc. to carry out simultaneous work on all locations.

- n) Service provider shall bear full risk in and take full responsibility for the care of the Works/Project and Materials, equipment for incorporation therein from Start Date until the end of Defect Liability Period except to the extent that any loss of or damage to the same shall arise out of any default or neglect of GMDC .

3.4 Responsibilities during the Defect Liability Period

- a) Comply with applicable laws and permits in performance of its obligations during Defect Liability Period.
- b) The Service provider shall undertake the Scope specified in Section II pertaining to Defect Liability Period diligently and with utmost care.

3.5 General Obligation of GMDC

- a) GMDC is responsible for correctness and completeness of the Scope of the Project.
- b) GMDC shall provide Site to Service provider for carry out its obligations under this Contract and Scope of Work.
- c) GMDC shall provide the Inlet water up to the primary effluent treatment plant.
- d) GMDC shall provide the power supply up to the main panel.

3.6 Liability in case of Damage done in surrounding areas

- a) Compensation for all damage done intentionally or unintentionally by Service provider's laborers whether in or beyond limits of GMDC property shall be estimated by the project office head/ representative of GMDC, or such other Officer as he may appoint, shall be final and the Service provider shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Service provider as damages from Performance Security.
- b) The Service provider shall reinstate the damage done to surrounding and project area at his own cost if such damage is due to omission and default of the Service provider.
- c) The Service provider shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall also pay the damages and cost that may be awarded by the court in consequence.

3.7 Service provider's Risk

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract on any default or neglect of Service provider is the responsibility of the Service provider.

3.8 Applicable Laws

The Service provider shall perform the scope of work in accordance with the Applicable Laws and shall take all practicable steps to ensure the Personnel and agents of the Service provider, comply with the Applicable Laws.

3.9 Conflict of Interest

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

3.10 Service providers not to Benefit from Commission, Discounts etc.

The remuneration of the Service providers pursuant to Payment Terms specified in RFP SECTION V hereof shall constitute the Service provider's remuneration in connection with this Contract or the supply and services and, the Service provider 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 supply and services or in the discharge of their obligations hereunder, and the Service provider shall use their best efforts to ensure that any Personnel and agents of them, similarly shall not receive any such additional remuneration.

3.11 Service providers and Affiliates not to engage in Certain Activities

- (a) The Service provider shall hold the GMDC's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.
- (b) The clause shall not prohibit the Service provider from serving competing clients and clients with potentially conflicting interests as well as counterparties in merger, acquisition and alliance opportunities. However, in such cases, the Service provider agrees to a professional responsibility to maintain the confidentiality of GMDC's information.

3.12 Confidentiality

The Service provider and their personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, 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 contract's scope which the Service provider can share as the credential of the Service provider in future after the 1 (one) year beyond the contract period.

3.13 Reporting Obligations

The Service provider shall submit to GMDC the documents, log sheets, reports, etc. as mutually agreed time to time and within the time periods set forth. Additionally, the Service provider shall also submit progress reports of work as and when requested by GMDC Engineer In-charge.

3.14 Insurance to be taken out by the Service provider.

- (i) The Service provider shall ensure that the insurance policy/policies/ Mediclaim for the personnel deployed by the Service provider are kept alive till the full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the Service provider and it shall be deemed to have been included in the rate.
- (ii) In the event of the Service provider failure to effect or to keep in force the insurance referred to above or any other insurance which the Service provider is required to effect under the sub clause (i) herein above, GMDC may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Agency.

3.15 Indemnity

- (i) The Service provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including the manpower employed at project site as well as the assets deployed by the Service provider to perform scope of work specified under this Contract or any asset /equipment deployed by the Service provider for the execution of the scope.
- (ii) The Service provider shall indemnify GMDC for any physical damage to the Project/ equipment occurred due to reasons attributable to the Service provider/its' staff. On the occurrence of such events, the Service provider shall cure the Project at its own costs and reinstate the project at its original condition.
- (iii) The Service provider shall indemnify GMDC and hold it harmless from against all claims, liability, loss including damage or expense including counsel/legal fees arising from or by reasons of an action with respect to any part of the execution of Scope of Work.
- (iv) The Service provider shall also fully indemnify, hold harmless and defend GMDC indemnified persons from and against any loss or damages arising out of or with respect to:
 - Failure of Service provider to comply with Applicable laws and Applicable permits.

- Payment of taxes required to be made by Service provider in respect of income or other taxes of Service provider's Service providers, Service providers and representatives.
 - Non-payment of amounts due as a result of materials or services furnished to the Service provider or any of its Service providers which are payable by the Service provider and its Service providers.
- (v) The Service provider shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond the control of the Agency or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.
- (vi) The Service provider shall, at all times during the pendency of the Contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take an insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.

3.16 Safety Obligations

- (i) The Service provider shall be responsible for the safety of all activities on the Site. The Service provider shall strictly comply with all applicable safety standards.
- (ii) The Service provider will be required to maintain and carry out practices for Environment, Health and Safety (EHS) as per Good Industry Practices.
- (iii) During the course of this Agreement, the Service provider must satisfy all safety requirements as per the statutory requirements and Good Industry Practice. The Service provider shall also ensure that safety requirements are followed without any deviations throughout the Contract Period at its own cost.
- (iv) The Service provider shall be responsible for the safety of its staff deployed and it shall bear all financial, and legal liabilities associated with any safety incident.
- (v) The Service provider shall take the highest precautions for the safety and security of its staff while carrying out its responsibilities.
- (vi) The Service provider shall bear complete responsibility for the safety and security of the Project/ staff employed throughout the Contract Period.
- (vii) All costs and expenses arising out of or relating to meeting the Safety requirements and for providing medical, or for making any corrections in the Project facility for safety purposes shall be borne by the Service provider.
- (viii) Service provider must not tamper with GMDC's or other Service providers' equipment. GMDC's electric cables can't be touched without permission. The Service provider must employ qualified electricians for temporary electrical installations' maintenance.

3.17 Accounting, Inspection and Auditing

- (i) The Service providers shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to GMDC as and when requested by GMDC.
- (ii) Any such inspection shall be subject to prior notice. Nothing herein shall obligate the Service provider to disclose to GMDC any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with Service provider's business, payroll information, or information or material that constitute, in the opinion of Service provider's legal counsel, legally privileged documents or information that Service provider is bound to maintain as confidential by written obligation to a third party.

4. Force Majeure

4.1 Force Majeure Event

As used in this Agreement, Force Majeure Event means occurrence of any act, event or circumstance or a combination of events and circumstances which affects the Party claiming such Force Majeure Event from performing its obligations under this Agreement ("Affected Party"), which act or event satisfies all the following conditions:

- i. It is beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;
- ii. The Affected Party could not have prevented or reasonably overcome the event or circumstance with the exercise of Good Industry Practices or reasonable skill and care.
- iii. It does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and
- iv. Any consequences of which, prevent, hinder or delay in whole or in Part the performance by such Party of its obligations under this Agreement.

Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy each of the requirements set forth in this Clause.

- a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Facility for a period exceeding a continuous period of 10 (Ten) days in an accounting year.

- b) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Facility by the Service provider or any Affiliate of the Service provider or any Service provider or any such affiliate or any of their respective employees, servants or agents;
- c) Strikes, go-slows and/ or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political and other than those involving the Service provider or their respective employees/representatives or attributable to any act or omission of any of them.
- d) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- e) Epidemic or plague or pandemic within India;
- f) Compliance with a request from GMDC pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Facility.
- g) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service provider in any proceedings for reasons other than failure of the Service provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by GMDC;
- h) Any public agitation which prevents the operation of the Facility for a continuous period exceeding 10 (Ten) days in an accounting year.
- i) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service provider or any of the Service providers to perform their respective obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the Service provider's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.
- j) Any event or circumstances of a nature analogous to any events set forth above within India.

Provided that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure Event:

- failure or inability to make any payment
- the effects of market conditions

4.2 Procedure in case of Force Majeure Event

If a Party (i.e. Affected Party) claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure Event shall, immediately on becoming aware of the Force Majeure Event, give notice of 15 days and describe in detail:

- a) the Force Majeure Event(s) that has occurred,
- b) the date of commencement, nature and estimated duration of such event of Force Majeure Event
- c) the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.
- d) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage in terms of Clause 4.4 of this Agreement, and
- e) any other relevant information.

Within 15 days following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.

No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. The Affected Party shall be excused from its obligations as per Clause 4.6 of this Agreement.

4.3 Consequences of Force Majeure Event

- (i) Provided it complies with Clause 4.2, if the Affected Party is rendered unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations as per Clause 4.6 to the extent it is unable to perform the same on account of such Force Majeure Event.
- (ii) In the event the Affected Party is the Service provider and is unable to perform the entire scope of work as stipulated in this Agreement, the Contract timelines shall be extended suitably by the period for which the entire operations for the Project have been suspended due to the said Force Majeure Event.
- (iii) During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service provider shall be entitled to be reimbursed for payment due up to the Services Delivered as per Scope of Work completed as provided in RFP Section II.
- (iv) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with this Agreement.

4.4 Mitigation and Consultation

- a) During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume the performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The Affected Party shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure Event. The other Party shall afford all reasonable assistance to the Affected Party in this regard.
- b) Not later than 30 (thirty) days after the Service provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

4.5 Termination

- a) If Force Majeure event continues for more than 30 (thirty) days, then either Party shall have the right to terminate this Agreement by giving a notice of 30 days in respect thereof ("Termination Notice") and the date on which such termination shall become effective shall be called the "Termination Date".
- b) In case of Termination, Authority shall.
if Termination occurs after the Supply, Installation and Commissioning.
 - 1) Retain possession and control of all assets/ equipment/ used in Project along with the purchased spares forthwith.
 - 2) Prohibit the Service provider and any person claiming through or under this Contract from entering upon the assets /dealing with or any part thereof.
 - 3) Appoint another party that may carry of the remaining obligations of the Service provider.
 - 4) GMDC shall return Performance Security to the Service provider.

4.6 Excuse from performance of obligations by Party affected by Force Majeure.

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations, upon delivery of the notice of the occurrence of a Force Majeure Event to the other Party to the extent it is unable to perform on account of such Force Majeure Event provided that:

- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.
- b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event [and to cure the same with due diligence.
- c) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
- d) Where the Affected Party is the Service provider and the Force Majeure Event has reduced the Service provider incapable/ unable to perform the Scope of work, then in such an event the payment shall stand suspended until such time as the Service provider resumes activities in terms of the Agreement.

4.7 Liability for other losses, damages etc. in case of Force Majeure Event:

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Clause.

5. Suspension of Agreement

GMDC may, by written notice of suspension to the Service provider, suspend all payments to the Service provider hereunder if the Service provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, 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.

6. Obligations of GMDC

6.1. Assistance in clearance

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

- a) provide rights to the Service provider to execute the Scope of Work.
- b) provide the Service provider and its Personnel with work permits and such other documents as may be necessary to enable the Service provider or its Personnel to perform the Services.
- c) 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.

6.2. Payment

In consideration of the supply and services performed by the Service provider under this Agreement, GMDC shall make to the Service provider such payments and in such manner as is provided in RFP Part – V.

6.3. Documents and Other Support

GMDC shall provide all necessary information/documents/data subject to internal and external confidentiality requirements. A Non – disclosure Agreement will be signed whenever deemed necessary by GMDC.

7. Payment To the Service provider

GMDC shall make payment to Service provider as per the terms specified in SECTION V of RFP.

8. Liquidated Damages

- (a) In case of delay solely attributable to the work, then liquidated damages as specified in RFP shall be applicable.
- (b) In addition to the liquidated damages not amounting to penalty, as specified in Clause above, warning may be issued to the Service provider for minor deficiencies on its part.
- (c) GMDC shall have the right to claim damages as per the Service Level Agreements specified in this RFP.
- (d) 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 GMDC then GMDC may initiate penal actions as permitted under law including but not limited to encashment of Bank Guarantee in lieu of Performance Security.

9. Performance Security

- (i) The Service provider shall furnish Performance Security as per the provision of the Section IV
- (ii) 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.

- (iii) The provisions relating to replenishment and/or re submission of the Performance Security shall be as per the RFP.
- (iv) 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.

9.1. 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 Service provider in the event of breach of this Agreement or for recovery of liquidated damages/ damages or penalties specified in Section III.

10. Quality Control

10.1. Accuracy

- (a) The Service provider shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith.
- (b) The Service provider shall abide by the standards and provisions specified in Technical Specifications and Drawings which will be prepared, and vetted and approved by GMDC.
- (c) If, at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the Service provider, on being required to rectify such errors after consultation with GMDC, at his own expense do so to the satisfaction. If however, such error is based on incorrect data supplied in writing by GMDC, the expenses of rectifying the same shall be borne by GMDC. The Service provider shall carefully protect and observe all benchmarks and other things used in the Works.

10.2. Identifying Defects during execution of work

- (a) The Project office head/ representative of GMDC, appointed by GMDC shall check the Service provider's work and notify the Service provider of any Defects that are found. Such checking shall not affect the Service provider's responsibilities. GMDC may instruct the Service provider to search for a Defect and to uncover and test any work that considers may have a Defect.
- (b) The Service provider is responsible to remedy any such defects identified by GMDC or its representative. In such cases, Service provider shall take appropriate measures indicated by GMDC.

10.3. Correction of Defects or unsatisfactory works

- (a) The Service provider shall be responsible to make good and remedy at his own expense any defect or unsatisfactory works or not as per the Technical Specifications which may be noticed or observed during the testing or inspection/supervision of GMDC.

- (b) GMDC shall give the Service provider a notice through phone call/ email/ fax writing about the defects and the Service provider shall make rectify the same within time period specified by it on receipt of the notice. In the case of failure on the part of the Service provider, the GMDC may rectify or remove or re-execute the work at the risk & cost of the Service provider. GMDC shall be entitled to appropriate the whole or any part of the amount of Performance Security, Retention Money or from the outstanding bills towards the expenses, if any, incurred by him in rectification, removal of defects.
- (c) GMDC may impose penalties/damages for non-rectification of defects or liabilities in specified time period. The amount of penalties/damages shall be commensurate with types of breach.

10.4. Uncorrected Defects during Defect liability period

- (a) If the Service provider does not rectify or correct a defect within the time specified in the GMDC's notice, the GMDC will assess the cost of having the defect corrected, and the Service provider will bear the costs of such defective work as well as all works carried out over such defective work until the defect is removed to the satisfaction of GMDC. The cost of such defective work will be recovered from the bank guarantee submitted against performance for defect liability period.

11. Event of Default and Termination

11.1. Event of Default

Event of Default means the Service provider Event of Default or GMDC Event of Default or both as the context may admit or require (the "Event of Default").

a) Service provider Event of Default

Any of the following events shall constitute an event of default by the Service provider ("Service provider Event of Default") unless such event has occurred as a result of GMDC Event of Default or a Force Majeure Event.

- (1) If the Service provider does not fulfil the scope of work and contractual obligations within the period specified in RFP and Liquidated Damages thereof exceed 10% of the Contract Value/ Contract Price.
- (2) Any representation made or warranties given by the Service provider under this Agreement is found to be false or misleading.
- (3) the Service provider becomes insolvent or bankrupt or enters into any agreement within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (4) Service provider creates any Encumbrance on the Project in favour of any person save and except as otherwise expressly permitted under this Agreement.
- (5) If the Service provider fails to furnish Performance Security as per the terms of the agreement.

- (6) the Service provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 5, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- (7) Service provider is in material breach of its obligations stated in this Agreement.
- (8) Service provider repeatedly fails to fulfil its obligations.
- (9) The Performance Security has been uncashed and appropriated in accordance with the RFP conditions and the Service provider fails to replenish or provide Fresh Performance Security within 30 (Thirty) days.
- (10) Service provider submits to GMDC any statement which is false in material particulars, and which has a material effect on GMDC's right, obligations or interests.
- (11) A resolution is passed by the shareholders of the Service provider for the voluntary winding up of the Service provider company.
- (12) If there is a defect/ deviation from the terms of this Agreement and the Service provider fails to correct it within a reasonable time provided by GMDC as per the terms of the agreement.
- (13) Any petition for winding up of the Service provider is admitted by a court of competent jurisdiction or the Service provider is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Service provider are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Service provider under this Agreement and provided that:
 - the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has credit worthiness at least as good as that of the Service provider as at Commencement Date; and
 - each of the Project Agreements remains in full force and effect.
- (14) The Service provider suspends the services at the Project without any prior written consent of GMDC, provided that the Service provider shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by GMDC or of GMDC under the State Support Agreement.
- (15) The Service provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (16) The Service provider is otherwise in Material Breach of this Agreement or commits a default in complying with any other provision of this Agreement.
- (17) Repeatedly non-adherence to obligations stated in this Agreement

- (18) In case of repeated breach of Service provider's obligations specified elsewhere in this Agreement.
- (19) If the Service provider fails to make any payments/damages/penalties due to GMDC within the period specified in this Agreement or extended period as mutually agreed by the Parties without any valid reason.
- (20) the Service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to provisions of this Agreement.
- (21) if the Service provider's staff is found to be involved in theft/ illegal activities and if such staff members are not replaced by the Service provider.

b) Authority Event of Default

The following events shall constitute events of default by GMDC (each an "Authority Event of Default"), unless any such Event of Default has occurred as a result of Service provider Event of Default or due to a Force Majeure Event:

- (1) GMDC is in material breach of this Agreement and has failed to cure such breach within 30 (Thirty) days of receipt of notice in that behalf from the Service provider.
- (2) GMDC repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (3) GMDC has by an act of commission or commission created circumstances that have a material adverse effect on the performance of its obligations by the Service provider and has failed to cure the same within 30 (Thirty) days of notice thereof by the Service provider.
- (4) Any representation made or warranties given by GMDC under this Agreement is found to be false or misleading.

11.2. Termination due to Events of Default and Termination Payment

a) Termination for Service provider's Event of Default

Without prejudice to any other right or remedy which GMDC may have in respect thereof under this Agreement, upon the occurrence of an Service provider Event of Default, GMDC shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to the Service provider, provided that before issuing the Termination Notice, GMDC shall by a notice in writing of 30 (thirty) days inform the Service provider of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 30 (thirty) days from the date of the Preliminary Notice (the Cure Period), GMDC shall be entitled, to terminate this Agreement with 30 (Thirty) days' Termination Notice.

Provided further, that-

- a) Upon Termination by GMDC on account of occurrence of a Service provider Event of Default, no Termination Payment shall be due or payable to the Service provider. Further GMDC shall be entitled to encash and forfeit the Performance Guarantee.
- b) No termination payment shall be made by the GMDC

b) Termination for Authority Event of Default

Upon the occurrence of an Authority Event of Default, Service provider shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to GMDC, provided that before issuing the Termination Notice, Service provider shall by a notice in writing inform GMDC of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 30 (thirty) days from the date of the Preliminary Notice (Cure Period) Service provider shall be entitled, to terminate this Agreement by issuing the Termination Notice. Upon Termination on account of an Authority Event of Default, no termination payment shall be due or payable to the Service provider and GMDC shall return to the Service provider, subject to its rights to deduct any amounts due and payable by the Service provider, within 30 days of such termination.

11.3. Rights of Authority on Termination

- (i) **Upon Termination of this Agreement for Service provider Event of Default**, GMDC shall have the power and GMDC to:
 - 1) Retain possession and control of all assets used in Project forthwith.
 - 2) Prohibit the Service provider and any person claiming through or under the Service provider from entering upon the project assets /dealing with or any part thereof;
 - 3) Appoint another party or Service provider that may carry of the remaining obligations of the Service provider.
 - 4) Forfeit the Performance Security.
- (ii) **Upon Termination of this Agreement for Authority Event of Default**, GMDC shall have the power and GMDC to:
 - 1) Retain possession and control of all assets used in the Project.
 - 2) Prohibit the Service provider and any person claiming through or under the Service provider from entering upon the assets /dealing with or any part thereof;
 - 3) Appoint another party or Service provider that may carry out the remaining obligations of the Service provider.
 - 4) GMDC shall make the payments to the Service provider as per the provision set forth in RFP hereof for Services performed prior to the date of termination.
 - 5) GMDC shall return Performance Security

11.4. Disputes about Events of Termination

If either Party disputes whether an event specified in the RFP 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 RFP provision, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

12. Dispute Resolution

12.1. 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 Scope of Work /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 Service provider in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to a committee of two senior executives of each GMDC and the Service provider, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as an 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 expenses pertaining to the Dispute Review Expert shall be divided equally between GMDC and the Service provider. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of the Dispute Review expert's written Decision as per the agreement. If neither party refers the dispute to Arbitration within the next 28 days, the decision of the Dispute Review Expert will be final and binding.

12.2. Arbitration

(a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time arise 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 12.1 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.

12.3. 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.

13. Fairness And Good Faith

13.1. 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.

13.2. 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 13.2 shall not give rise to a dispute subject to arbitration in accordance with RFP provisions.

14. Miscellaneous

14.1. Assignment and Charges

- (a) Notwithstanding anything contained herein this Agreement, the Service provider shall not assign, in whole or in Part, any right or delegate any duty/ rights/ obligations under the Agreement to any third party.
- (b) The Service provider shall not create nor shall permit to subsist any encumbrance over Project premises except with prior consent in writing of GMDC, which GMDC is entitled to decline without assigning any reason whatsoever.

14.2. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

14.3. Vandalism

In the event that any damages or need for repairs to the works arises during the defect liability period on account of vandalism, the Service provider shall be required to make good the damages and repair and rectify the works at the cost of the Employer. The Service provider may claim re-imburement of the cost for such repair and rectification calculated at the rate approved for such work by the Employer at the time of award of contract.

14.4. No Partnership

Nothing contained in this Agreement 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.

Signed in presence of the witness /witnesses under mentioned on Day of, 2025.

For and on behalf of GMDC Limited,

.....

Authorized Signatory

In the presence of

Name:

Name :

Designation:

Designation:

Date:_____

For and on behalf of,

Authorized Signatory

In the presence of

Name:

Name:

Designation: Managing Director

Designation:

Date:_____

SECTION VII: ANNEXURES

Annexure 1: Letter of Bid Submission

{On letterhead of the Bidder }

Dated:

To,
General Manager (Environment)
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052.

Subject: Submission of Bid in response to Request for Proposal (RFP) for Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India.

Dear Sir/Madam:

We, the undersigned, offer to Dismantling, Shifting, Installation and Commissioning 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 as a Single Bidder with _____, which includes this Technical Bid, and a Price Bid as follows.

A. Physical submission of

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Organization details

1. [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 evidence as applicable. Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]
2. Provide Contact Details of Authorized representatives of the Bidder.
3. Submit Service provider Category Certificate, if available

Annexure 3: Auditor's Certificate for Turnover for bidder

{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.

Years	Turnover (Rs. Crore)
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	
Average	

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

[Please also attach Audited Financial statements for above Financial years]

Annexure 4: Declaration for Non-Blacklisting

(To be printed on 300 Rs. Stamp paper and signed by Authorized signatory)

Date: dd/mm/yyyy

To,
General Manager (Environment)
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052.

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 Government of India / any Government or regulatory Agency in Foreign country from participating in Project/s, during last twelve months from 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 thisDay of, 202_.

Name of the Bidder
Signature of the Authorized person
Name of the Authorized Person

Signature and Stamp of the Bidder

Annexure 5: Work Experience Details

Sr. No.	Client Name	Location of Project	Work Details	Contract period. (Start and End Date)	Contract Value	Attachment (work order and its satisfactory performance certificate from the client)
1						
2						
3						
4						
5						

Attach the Work Order/ LOA and its Completion Certificate and satisfactory performance certificate from the client

Signature and Stamp of the Bidder

Annexure 6: Declaration of Site Visit

(On letterhead of the Bidder)

We _____ hereby certify that we have fully understood the site condition in respect of RFP No. _____ for all the works mentioned above at _____. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the working conditions as proposed in the tender and the availability of power supply, water supply, manpower, machinery, transportation facility etc.

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

From Bidder

Name of the Signatory

Signature

Date

From GMDC

Authorized Signatory

Date

Annexure 7: Undertaking

(Notarized and on stamp Paper of Rs 300)

It is certified that the information furnished herein 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 the RFP, and we are liable for 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

Annexure 8: Format of Power of Attorney for authorizing Bidder's Signatory

[To be provided by the Bidder]

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.

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 & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]	----- [name & designation of the person] ----- [name & designation of the person]
--	--

Annexure 9: Price Bid Format

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <https://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)

Subject: Submission of Bid in response to RFP for Dismantling, Shifting, Installation and Commissioning of Existing Primary Effluent Treatment Plant (1000 KLD) and Containerized RO plant (250 KLD) within the mine area at Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India.

Sr. No.	Description	Total Rate in Rs.
1	Dismantling, Shifting, Installation and Commissioning of Primary Effluent Treatment Plant (1000 KLD).	
2	Dismantling, Shifting, Installation and Commissioning of Containerized RO plant (250 KLD).	
3	Civil work of Primary Effluent Treatment Plant (1000 KLD).	
4	Civil work of Containerized RO plant (250 KLD).	
5	Grand Total (1+2+3+4)	

Notes :

- The prices shall be inclusive of all taxes, duties and exclusive of GST.
- The **Grand Total Price as per Sr.no. 5** of the Table above shall be considered for price bid evaluation, financial scoring and award of the contract.
- The price specified in table hereinabove specified in subclause a) above shall be inclusive of Defect Liability Period.
- 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.
- Payment shall be made as per the payment terms specified in this RFP
- Each Bidder must quote his rates after thorough reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. **Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**

Annexure 10: Performance Bank Guarantee Format

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To,
Gujarat Mineral Development Corporation Limited
Khanij Bhavan
132 ft Ring Road, Ahmedabad

Dear Sir,

1. WHEREAS..... (Name of Service provider)) hereinafter called "the Service provider" has undertaken, in pursuance of Agreement dated, (here in after referred to as _____ RFP Name). AND WHEREAS it has been stipulated in the said Agreement that the Service provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

2. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the GMDC the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Service provider to GMDC under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GMDC under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GMDC in that behalf and without delay/demur or set off, pay to GMDC any and all sums demanded by GMDC under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GMDC to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of _____ months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decide by the Service provider & GMDC. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the Service provider with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Service provider and the Bank.

5. The BANK also agrees that GMDC at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the Service provider and not withstanding any security or other guarantee that GMDC may have in relation to the Service provider's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GMDC or any other indulgence shown by GMDC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)
Stamp

Designation with Bank

Plus, Attorney as per Power of Attorney No. Dated:

Annexure 11: List of Approved Banks

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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Annexure 12: Site Information

12.1 Technical Detail of various Equipment / Sections of Primary Effluent Treatment Plant (1000 KLD):

1. Feed Pump

Quantity	: -	3 nos. (2W+1S)
MOC	: -	SS-316L
Impeller	: -	SS -2205
Capacity	: -	50 m3/hr
Motor	: -	9.5 KW
Head	: -	30M

2. Sand & Grid Removal

Quantity	: -	1
MOC	: -	SS-316

3. Flash mixer -1

Quantity	: -	1
MOC	: -	MS RL
Gear Box	: -	2.2Kw

4. Flash Mixer -2

Quantity	: -	1
MOC	: -	MS RL
Gear Box	: -	2.2Kw

5. Flouculator

Quantity	: -	1
MOC	: -	MS RL
Gear Box	: -	3.7Kw

6. Rapid Settler

Quantity	: -	1
MOC	: -	MS RL
Capacity	: -	25 KL
Gear Box	: -	2.2Kw

7. Cyclone Feed Pump

Quantity	: -	2 nos (1W+1S)
MOC	: -	SS-304
Capacity	: -	7.50 m3/hr
Capacity	: -	7.5 KWH /2900 rpm
Head	: -	80M
Model no	: -	1.5X1-6
Mechanical Seal	: -	Single
Type	: -	Semi Open

8. Cyclone Separator with Screw Feeder

Quantity	: -	1
MOC	: -	MS RL
Gear Box	: -	1.2Kw

9. Chemical Preparation Tanks & Mixers

a) Alkali Dosing Tank

Quantity	:-	1 no.
MOC	:-	MSRL
Capacity	:-	2000 lits (+5%)
Quantity	:-	1no.
MOC	:-	HDPE
Capacity	:-	1000 lits (+5%)
Gear Box with Stirrer Assembly	:-	0.7 Kw (2nos)

b) Coagulant Dosing Tank

c) Poly Electrolyte Dosing Tank

Quantity	:-	1 no.
MOC	:-	MSRL
Make	:-	STT
Capacity	:-	2000 lits (+5%)
Gear Box with Stirrer Assembly	:-	0.7 Kw

d) Chelating Agent Dosing Tank

Quantity	:-	1 no
MOC	:-	HDPE
Capacity	:-	500 lits (+5%)

10. Alkali Dosing Pump

Quantity	:-	3 nos (2W+1S)
MOC	:-	SS-304
Type	:-	Simplex Single Plunger type
Capacity	:-	250 LPH (+5%)
Motor	:-	0.5 kw , CG or Equal

11. Coagulant Dosing Pump

Quantity	:-	3 nos (2W+1S)
MOC	:-	PP or Equal
Type	:-	Simplex Single Plunger type
Capacity	:-	150 LPH (+5%)
Motor	:-	0.35 kw , CG or Equal

12. Poly Electrolyte Dosing Pump

Quantity	:-	3 nos (2W+1S)
MOC	:-	SS-304
Make	:-	Tortech / Xeed or equal
Type	:-	Simplex Single Plunger type
Capacity	:-	250 LPH (+5%)
Motor	:-	0.5 kw

13. Chelating Dosing Pump

Quantity	:-	3 nos (2W+1S)
MOC	:-	PP or Equal
Type	:-	Simplex Single Plunger type
Capacity	:-	100 LPH (+5%)
Motor	:-	0.25 kw , CG or Equal

14. Poly Electrolyte Dosing Pump for Dewatering

Quantity	:-	3 nos (2W+1S)
MOC	:-	SS-304
Type	:-	Simplex Single Plunger type
Capacity	:-	100 LPH (+5%)
Motor	:-	0.25 kw, CG or Equal

15. Filter Feed Tank

Quantity	:-	1 no
MOC	:-	RCC
Capacity	:-	50 KL

16. Active Filter Media (AFM)

Quantity	:-	1no
Capacity	:-	50.0 m3/hr
MOC	:-	MS-epoxy
Size	:-	2100 mm dia ,1500mm H
Multiport valve	:-	1no
Media	:-	varies pebbles
Operation	:-	Auto

17. Active Filter Media Feed Pump

Quantity	:-	2 nos (1W+1S)
MOC	:-	SS-304
Capacity	:-	50.0 m3/hr
Motor	:-	CG/Kriloskar/ Siemens
Capacity	:-	7.5 KWH /2800 rpm,
Head	:-	30M
Model no	:-	1.5X1-6
Mechanical Seal	:-	Single
Type	:-	Semi Open

18. UV Disinfection System

Quantity	:-	1no
MOC	:-	SS-316
Make	:-	Alfa UV or Equal
Capacity	:-	50.0 m3/hr
Model	:-	HF-6 with UV monitoring & Auto Power supply

19. Filter Press Feed Tank

Quantity	:-	1 no
MOC	:-	MS RL
Capacity	:-	5 KL
Gear Box	:-	2.2Kw

20. Filter Press Feed Pump

Quantity	:-	2 nos (1W+1S)
MOC	:-	SS-304
Capacity	:-	7.50 m3/hr
Motor	:-	CG/Kriloskar/ Siemens
Capacity	:-	3.7 KWH /2900 rpm
Head	:-	30M

Model no : - 1.5X1-6
 Mechanical Seal : - Single
 Type :- Semi Open

21. Filter Press Assembly

Quantity : - 1no
 MOC : - MS-CI & PP
 Plate Size :- 36"X 36"
 Qty :- 37 nos
 Type :- Hydraulic

22. Leachate Water Transfer pump

Quantity : - 2 nos (1W+1S)
 MOC : - SS-304
 Capacity : - 1.50 m3/hr
 Motor :- CG/Kriloskar/ Siemens
 Capacity :- 0.7 KWH /2900 rpm
 Head : - 30M

23. Internal Pipe Line connection & Valves

Quantity : - 1lot
 MOC : - SS-316, Except -Inlet line
 Size :- As per requirement

24. Panel Board

Quantity : - 1lot
 Spares Make :- L&T or Siemens

12.2 Technical Detail of various Equipment / Sections of Containerized RO plant (250 KLD):

Sr. No.	Name of Equipment	Specification
1	Main Feed Pump	Capacity - Rated Flow & Head: 30 m3/hr at 5 kg/cm2 Quantity: 01 No.
2	RO Plant Container	Size of Container – 12.2 x 2.5 x 2.6 meters
	Dosing System	Pump Capacity: 0-10 LPH at 3.5 kg/cm2 Dosing Tank Capacity: 100 Ltrs. Dosing Tank: HDPE Quantity : 06 No
	Pre filtration system	Capacity: 30 m3/hr Quantity: 01 No.
	Multi Media Filter	Capacity : 15 m3/hr Model :MMF Quantity 2 Nos.
	UF System	Capacity: 30 m3/hr, UF Membrane Diameter/ Length: 8 Inch Dia Nos. of Membrane: 6 Nos.

	Back Flush Pump forUF	Capacity: 30 m ³ /hr at 25 Quantity: 01 No.
3	UF Water StorageTank	Capacity: 15 KL, Quantity: 01 No.
4	Raw water feed pump, Submersible Pump	Capacity: 7.5 kw/ 5 kw
5	Storage sump	Capacity: 500 KL
6	Raw waterTank	Capacity: 15 KL, Quantity: 01 No.
7	Treated water tank	Capacity: 5 KL, Quantity: 06 No.
8	Office Container	Size – 3.8 x 2.5 meters

12.3 Drawing/ Flow diagram/ Plan

(Attached as a separate file with RFP).

Sl. No.	Description
1	Drawings/Flow diagram of Primary Effluent Treatment Plant (1000 KLD).
2	Drawings/Flow diagram of Containerized RO plant (250 KLD).
3	Plan showing Existing & Proposed Shifting location

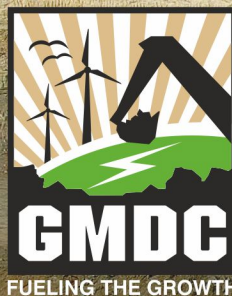
12.4 Photos of Plants:

- Primary Effluent Treatment Plant-



- Containerized RO plant-





FUELING THE GROWTH

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