



**REQUEST FOR PROPOSAL FOR
SELECTION OF AGENCY FOR IDENTIFICATION OF TECHNICALLY SUITABLE
LAND FOR A MINERAL PROCESSING PLANT AND ITS RELATED ANCILLARY
INFRASTRUCTURE IN THE CHHOTA UDEPUR DISTRICT IN GUJARAT STATE,
INDIA**

National Competitive Bidding

RFP No: GMDC/KEP/07/2025-26

Gujarat Mineral Development Corporation Limited

(CIN No.L14100GJ1963SGC001206)

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

June 2025

DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Agencys interested in assisting GMDC in identification of technically suitable land for a Mineral Processing plant in Chhota Udepur District, Gujarat, India. **GMDC intends to select a competent agency for the same through an open online bidding process.**

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. This RFP may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources.

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

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to cancel the RFP and selection process at any time during the bidding process without giving any reason and may also decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

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

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DEFINITIONS

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

1. **“GMDC”/Authority”** shall mean the Gujarat Mineral Development Corporation Limited who shall appoint the Agency for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate registered in India. It should be either Limited Liability Partnership firm registered under LLP act or a Company under the India Companies Act 1956/2013.
3. **Bid/Proposal’** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in Clause 1.1 of SECTION III
5. **“Agency/Agency”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in Selection of Agency for identification of technically suitable land for a Processing plant and its related ancillary infrastructure in Chhota Udepur District in Gujarat State, India as per the Terms of Reference specified in this RFP.
6. **“Consultancy Agreement/Agreement/Contract”** is the agreement to be entered into between ‘Gujarat Mineral Development Corporation (GMDC)’ and ‘Agency’ comprising of all terms and conditions stated in this RFP.
7. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION III.
8. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION III.
9. **“Services Fees /Fees/Service Charges”** shall mean the charges payable by GMDC for the Consultancy Services rendered by the Agency.
10. **“Composite Score”** shall mean score obtained by Agency as per the formula provided in clause 9.4.
11. **“Contract Price”** shall mean the Services Fees as specified in Letter of Award issued by GMDC to the Agency.
12. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION III
13. **“Evaluation Process”** means steps of evaluation specified in clause 6.
14. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION III.

- 15. Financial Score** shall mean score obtained by the Agency as per the formula provided in clause 5.3 of SECTION III.
- 16. Letter of Award** shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION III.
- 17. "Parties"** means the parties to the Consultancy Agreement and "Party" means either of them, as the context may admit or require.
- 18. "Preferred Bidder"** shall have a meaning specified in clause 6.5 (ii) of RFP SECTION III.
- 19. "Successful Bidder"** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.
- 20. "Terms of Reference/Scope /Consultancy Work/Project/Assignment"** means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the Agency is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION II of RFP.
- 21. Technical Score** shall mean score obtained by Agency as per the Technical Score system provided in clause 5.2 of RFP SECTION III.
- 22. "Third Party"** means any Person other than GMDC and the Agency.

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 of over 60 years and has a 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. It stands fifth in terms of market capitalization (Rs 2100 crore/ USD 300 m) among its peers as of July 2021.

GMDC's mining activities are spread across the state of Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Bhavnagar, Bharuch, Surat and Chhota Udepur 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, Verbal, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

GMDC is also in the process of operationalizing six new Lignite blocks in various districts of Gujarat State. All new proposed project sites are in Gujarat in Bharuch, Surat and Kutch Districts with a block area of 1000 to 5000 hectares.

Further, in conjunction with the Government of Gujarat, it has been working to establish other mineral resources in Gujarat and formulate a plan for their economic utilisation. In line with increasing demand of these minerals, a detailed roadmap is being followed by GMDC to tap the potential of these resources at the opportune time.

In relation to the same, GMDC plans to undertake development of a Mineral Processing project in Gujarat. The project envisaged includes mining, processing, and tailings management. The identification of a technically suitable land in the vicinity of the upcoming mine is necessitated for setting up the processing plant and ancillary infrastructure such as Tailing Storage Facility and utilities. This mine is located in Kawant Taluka in Chhota Udepur district of Gujarat.

Given the time-sensitive nature of the above work and rigor of analysis required Gujarat Mineral Development Corporation (GMDC), is inviting Agency for carrying out work relating to identification of a technically suitable land for establishing a state-of-the-art Mineral processing plant and ancillary infrastructure as per the terms of this RFP. The detailed scope of work for the same is included in the next sections. Reputed Technical Agencies with experience in geotechnical investigations are invited to bid for the work, namely for identification of technically suitable land for a Mineral Processing plant and its related ancillary infrastructure in Chhota Udepur District in Gujarat State, India.

SECTION II: TERMS OF REFERENCE/SCOPE OF WORK

1. Objective

The objective of the study is to carry out site suitability assessment and assessment of optimal requirement of land area for establishing a mineral processing / beneficiation plant, associated Tailings Storage Facility (TSF) and utilities.

GMDC's mine area is situated in Kawant taluka in Chhota Udepur district. This mine comprises of 190 ha. of land area. Of which, the forest land, private land and Government land are approximately 66%, 32.5% and 1.5 % respectively.

The Agency shall identify suitable land for below mentioned project components:

- Plant location suitability – ~20 ha
- Tailing Storage Facility (TSF) location – ~200 to 250 ha
- Utilities

It may be noted that the Agency shall also help in location optimisation.

GMDC intends the Agency to assess the suitability of the proposed land for the intended infrastructure through a phased evaluation. In Phase 1, the initial physical, onsite screening and constraint mapping shall be undertaken to identify multiple land parcels for its suitability. The land area identified basis the outcome of initial screening of Phase 1, shall further be subjected to detailed site investigation and feasibility assessment during the Phase 2 to determine best suitable land parcel area for intended infrastructure (Plant and Tailing Storage Facility).

2. Terms of Reference / Scope of Work

The broad scope of this study is divided into two phases:

Phase 1: Initial Suitability Screening and Constraint Mapping

Phase 2: Detailed Site Investigation & Technical Assessment

The detailed phase wise scope of work is included in chapter 2.1 of this section.

2.1 Phase 1: Initial Suitability Screening and Constraint Mapping

The objective of this phase is to evaluate the suitability of the preliminarily identified site for plant and tailings infrastructure based on surface constraints, utility access, and environmental/social sensitivity. The Agency shall be required to mandatorily visit and spend time on site to assess and evaluate multiple land parcels before identifying the best suited site. As an outcome of Phase 1, the Agency shall identify the suitable land parcels and assign the priority rankings. The Agency shall also classify the rejected land parcels in terms of constraints and not suitable with rationale.

Detailed scope of work is specified below:

1. Reconnaissance & Data Collection

- a) The Agency shall collect the topographical maps available from respective government agencies such as Survey of India and other state agency, GSI geological maps, KML/KMZ boundary file of the site, etc. In India the generally the maps of 1:50,000 scale with contour interval of 40 m and 1:25,000 with contour interval of 10 m are available for almost all of the area.
- b) The Agency shall obtain all required details including details pertaining to photogrammetrically ortho-rectified and digitally stitched mosaic of images in .tiff format and CAD compatible ECW format for their use at its own cost.
- c) The validated final drawings should include the main physical features on the ground, such as fences, roads, rivers, lakes, and forests, as well as the changes in elevation between landforms such as valleys and hills. Location and boundaries of the site should be clearly visible on the processed data.
- d) The Agency shall collect topographical maps, cadastral details, satellite imagery, and available mining lease boundaries.

2. Terrain and Drainage Assessment

- a) The Agency shall assess surface topography using validated Digital Elevation Model (DEM) or drone-derived orthoimage.
- b) The Agency shall identify slope classes, drainage paths, valleys, ridgelines, and terrain anomalies.
- c) The Agency shall highlight terrain-related constraints to layout and construction.
- d) The Agency shall note that the terrain constraints shall be evaluated at a screening level only; no cut/fill volumes or grading designs are expected in Stage 1.

3. Reconnaissance Geological and Geotechnical Walkover

- a) The Agency shall conduct visual field reconnaissance by an engineering geologist.
- b) The Agency shall identify lithology, rock exposures, soil zones, laterite crusts, collapsible material.
- c) The Agency shall identify signs of faulting, shearing, slope instability, and water ingress.
- d) The Agency shall take field notes and photo logs shall be appended to support qualitative ratings in constraint maps.

4. Environmental and Social Risk Screening

- a) The Agency shall identify proximity to forest areas, grazing land, wetlands, tribal hamlets, and inhabited areas.
- b) The Agency shall assess land use and potential social constraints through public domain datasets and site walkover.

- c) The Agency shall note that sensitive features identified in Stage 1 must be geo-referenced and plotted in the constraint map.

5. Utility Access Feasibility (Water and Power)

- a) The Agency shall identify nearest water source and feasible conveyance alignment based on terrain.
- b) The Agency shall identify nearest substation and assess route feasibility for transmission line.
- c) The Agency shall comment on land crossings (forest/settlement) and statutory red flags.
- d) The Agency shall undertake utility feasibility study in Stage 1 and is limited to desktop and site-observable constraints only. Formal consultations with utilities, capacity checks, and permitting discussions shall be part of Stage 2 and supported by GMDC.

6. Hydrological Risk Screening

- a) The Agency shall identify flood-prone zones, seasonal water channels, and drainage congestion.
- b) The Agency shall assess potential erosion risk based on slope and land cover.

7. Preliminary Constraint Mapping and Suitability Classification

As an outcome of Phase 1, the Agency shall identify the suitable land parcels and assign the priority rankings. The Agency shall also classify the rejected land parcels in terms of constraints and not suitable with rationale. The detailed tasks under this section is specified below.

- a) The Agency shall develop constraint maps for each infrastructure zone (plant and tailings).
- b) The Agency shall classify land into suitability zones: Preferred / Constrained / Not Suitable.
- c) The Agency shall apply screening matrix using terrain, hydro, geo, utility, and E&S constraints.
- d) The Agency shall note that the ratings must be traceable to observations or data overlays.

Deliverables for Phase 1:

Sr No.	Deliverables for Phase 1	Timeline
T is defined as date from the Seven (7) days from Agreement Signing Date		
1	Inception Report	T+15 days
2	Draft Site Suitability Screening and Recommendation Report	T+1.5 months
3	Final Site Suitability Screening and Recommendation Report	T+2 months

The Agency shall submit the clear output with identification of the tentative land for further detailed Site Investigation & Technical Assessment. The report presentation shall include all outputs presented in a GMDC friendly format using maps, annotated figures, and summary tables.

Depending on the outcome for Phase 1, the go ahead for Phase 2 may be given by GMDC for identified land parcels for the detailed investigations/assessment.

2.2 Phase 2: Feasibility Level Detailed Site Investigation & Technical Assessment

The Agency shall undertake detailed technical assessments of multiple land parcels identified as an outcome of the previous phase under this Phase 2 of the assignment. The detailed scope of work is specified below.

1. Detailed Topographic Survey

- a) The Agency shall conduct ground-based DGPS or Total Station survey.
- b) The Agency shall obtain contour plans covering sufficient area to a scale of 1:1000 with a contour interval of 1 m. The Agency shall conduct field survey to verify the contour plans for their use. Basis which it shall establish permanent benchmarks in plant and tailings areas.

2. Detailed Geological Mapping and Structural Assessment

The objective of this section is to map lithological boundaries and structural features.

- a) Fieldwork: Conduct extensive fieldwork to collect data on the geological features of the area. This includes studying rock formations, soil types.
- b) Data Collection: Collect samples for laboratory analysis. This includes rock samples, soil samples, and water samples if applicable.
- c) Scale: The mapping will be done at a scale of 1:1000 to ensure detailed and accurate data collection.
- d) Data Analysis: Analyze data collected as part of the above activities for further process.
- e) Laboratory Analysis: Analyze the collected samples in a laboratory to determine their composition and type of rock.
- f) Data Interpretation: Interpret the data collected from the fieldwork and laboratory analysis to understand the geological history and features of the area.
- g) Report Preparation: Based on the outcome of the above activity(ies), the Agency shall prepare a report to highlight insights.
- h) Mapping: Bidder Shall Prepare detailed geological maps of the area based on data collected, site visits, geological literature review of the area. The maps should clearly show the different geological features of the area such as canyons, mountains, erosion (dome and plateau), folds, faults, valleys, caves etc.

3. Geotechnical Investigation

- a) The Agency shall undertake geotechnical investigation as per the below mentioned points but not limited to followings:
 - i. Tentatively 25-30 Bore Holes with minimum depth of 25 m depth /No of boreholes that may be required or as may be adequate numbers of boreholes and depth as per the opinion of the Agency with mutual agreement .
 - ii. SPT
 - iii. Other relevant Field Tests
 - iv. Associated Laboratory Test including Specific Gravity, Moisture Content, Atterberg Limits, Grain Size (Sieve and hydrometer), Triaxial (CD, CU), Direct Shear, Modified Proctor, 1D Consolidation, Permeability, etc as may be required. Exact number of test work to be defined as an outcome of Stage 1.
- b) The Agency shall collect undisturbed samples systematically and with change in layer.
- c) The Agency shall be responsible for sample collection, packaging, transportation.

4. Site Screening and Geophysical Survey

- a) The Agency shall carry out Multichannel analysis of surface waves (MASW) survey on grid pattern of tentatively 500x 500m or as may be adequate grid size as per the opinion of the Agency with mutual agreement and any other survey required to de-risk ground conditions.
- b) Geophysical investigation shall provide stiffness profiles of the surface area, geological characteristics such as porosity, permeability, water content of the formation, and/or mineralogy.
- c) A combine study of both geophysical data and geotechnical data shall be made to arrive at the feasibility recommendation.
- d) The overall study involved shall be relevant to site feasibility, following shall be indicated:
 - i. A detailed geotechnical interpretative report considering both geotechnical and geophysical data.
 - ii. Indicate the area where minimum ground intervention is required with respect to site grading.
 - iii. Whether ground improvement is required.
 - iv. What are the special precautions needed for the feasible site.
 - v. Any special consideration for the foundations for Processing plant structures.
 - vi. Interpretation of subsurface stratification for the identified areas of mineral stacking yard.

5. Tailings Storage Facility Characterization

- a) Preliminary design consideration of TSF types (upstream/downstream/hybrid)
- b) Conduct geotechnical and geophysical survey over the designated area.
- c) Evaluate slope stability, permeability, and founding strata.
- d) Develop material property dataset for filtered tailings stack design.

- e) All investigations and recommendations shall specifically support design of a filtered tailings dry stack impoundment, including drainage control, slope configuration, and material suitability assessment.

6. Hydrological Studies

- a) The Agency shall undertake runoff modelling for 100-year storms.
- b) The Agency shall undertake hydrological and hydrogeological modelling to understand the effect of nearby surface water/ river/nalla etc and ground water.
- c) The Agency shall design stormwater control and assess erosion susceptibility.
- d) The Agency shall also evaluate risk of flash floods with respect to changing climate patterns.

7. Water Supply Feasibility

- a) Confirm source yield and hydraulic feasibility.
- b) Model pipeline alignment using GIS + terrain data.
- c) Recommend sizing per CPHEEO manual.
- d) The Agency shall suggest options for setting up pipeline from source to Plant location.

8. Electrical Supply Planning

- a) Estimate load; check substation capacity (via GMDC facilitation if needed).
- b) Route transmission line; assess terrain crossings.
- c) Prepare concept single line diagram and budget.
- d) The Agency shall suggest options for laying the transmission line from source to Plant location.

9. Environmental and Social Baseline & Analysis

- a) Environmental and social assessment should be commensurate with the Project and its associated risks and impacts. It should be a high-level study focusing on key risks and impacts.
- b) The study should involve any potentially significant environmental and social issues or risks associated with relevant other activities or facilities, which are not part of the Project, but which may be directly or indirectly influenced by the Project, exist solely because of the Project or could present a risk to the Project.
- c) The Agency shall identify permit requirements from the perspective of E&S sustainability.

10. Economic Implication Analysis

- a) The Agency shall provide comments on cost implications of foundation type, terrain modification, utility alignment length, and ground improvement for suggested land area as well as cost due to distance for Mineral Processing plant and ancillary infrastructure from Mining area.

11. Final recommendation on land Parcel suitability

As an outcome of Phase 2, the Agency shall identify the suitable land parcels and assign the priority rankings and also provide final recommendation on suitable land parcel. The Agency shall also provide rationales for the rejected land parcels.

Deliverables for Phase 2:

- a) Feasibility report with drawings, logs, and interpretation
- b) Engineering-geological model for layout and design
- c) Design-level recommendations for plant and tailings platforms
- d) Risk register highlighting residual gaps and recommended future investigations (e.g., piezos, surface water monitoring)
- e) GIS (.shp/.geojson) and CAD (.dwg/.dxf) versions of all spatial deliverables
- f) Final presentation to GMDC with map-based walkthrough and Q&A

Final Feasibility Report should provide recommendation on land Parcel suitable for plant and TSF based on Detailed feasibility assessment.

Sr No.	Deliverables for Phase 2	Timeline for Milestone
1	<p>Draft Phase 2 Deliverables</p> <ol style="list-style-type: none"> a) Feasibility report with drawings, logs, and interpretation b) Engineering-geological model for layout and design c) Design-level recommendations for plant and tailings platforms d) Risk register highlighting residual gaps and recommended future investigations (e.g., piezos, surface water monitoring) e) GIS (.shp/.geojson) and CAD (.dwg/.dxf) versions of all spatial deliverables f) f) Final presentation to GMDC with map-based walkthrough and Q&A 	T1+3 months
2	Final Phase 2 Report	T1+4 months

T1 is the date on which GMDC issues Notice to Proceed with Phase 2.

3. SUPPORT FROM GMDC

3.1 GMDC shall provide all necessary information/documents/data, which shall include;

- a) All requisite data which are available with it.
- b) Facilitating Site visit (at no transportation cost to GMDC) and meetings relevant stakeholders
- c) Support towards Sample collection and approvals as below.

- Sample collection activities shall be carried out by the Agency under supervision of GMDC. The cost of sample collection is to be borne by the Agency.
- The Agency shall be responsible for packaging of sample as well as transportation of samples to its designated location. The cost pertaining to packaging and transportation of samples shall be borne by the Agency.

GMDC shall obtain required Government approvals, if any, for transportation of sample to its designated location where the Agency shall carry out testing as well as run tests.

SECTION III: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1 Bidding Process

- a. GMDC has adopted a **single stage two packet bidding system** separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in RFP for Selection of **RFP for Selection of Agency for identification of technically suitable land for a Mineral Processing plant and its related ancillary infrastructure in Chhota Udepur District in Gujarat State, India through International competitive bidding** (the “**Bidding Process**”). Technical Bid shall be submitted physically and online whereas Price Bid shall be submitted online through <https://www.gmdc.nprocure.com>. The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION III. Based on Technical evaluation, the Price Bids of only Bidder’s meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in clause 6.2(a), 5.1 and 5.2 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3 and 6.2. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the “**Composite Score**”) derived based on Quality cum Cost based method (the “QCBS”) specified in Clause 5.4 of RFP SECTION III. The Bidder obtaining Highest Composite score shall be considered as Preferred Bidder (the “**Preferred Bidder**”).

1.2 Due Diligence

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

1.3 Acknowledgement by Bidder

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

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

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

1.4 Cost of Bidding

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

1.5 RFP Fee

- a) Bidder will need to submit non-refundable RFP Document/Tender Fee **of INR 23,600 (i.e. RFP fees of INR 20,000 plus 18% GST)**. The RFP Document Fees should be submitted in any one of following payment modes;
- (i) In the form of a Demand Draft in favour of “Gujarat Mineral Development Corporation Limited” along with the Bid as per marking and sealing section and payable at Ahmedabad, India

OR ;

- (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS in GMDC's Bank account. In such a case, while submitting the online bid on npcocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favor of “Gujarat Mineral Development Corporation Ltd” through electronic mode is specified below.

Bank Name: ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

IFS Code: ICIC0000024

- b) If payment is made through electronic mode, then the Bidder shall submit the receipt of the same in the technical bid documents.
- c) In case of Demand Draft, the 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.

1.6 Schedule of Bidding

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

Sr. No.	Event Description	Date, Time and Address
1	Date from which RFP documents will be available	RFP shall be available from 16/06/2025 from websites https://www.gmdcltd.com https://www.gmdc.nprocure.com Interested Bidders can download the RFP documents from above specified website.
2	Last date for receiving Pre-Bid queries/clarifications	Bidders may send their queries by 23/06/2025 upto 12:00 hrs through email to following contacts or reach out for any assistance. Mr. Swagat Ray , General Manager (PP&D) Email: ppd@gmdcltd.com Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad Land Lines : 079-27912443 Board Lines : 079-27913501, 079-27913200
3	Pre-Bid Meeting	The Pre-Bid Meeting shall be held both physically and online at the same time and date at 11:00hrs on 25/06/2025 . The venue for the physical meeting will be at GMDC office at Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad. A video link for those who may wish to join online shall be uploaded on GMDC website i.e https://www.gmdcltd.com .
4	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	Bidders shall be required to submit the Technical Bid, RFP Fees & EMD physically in hard copy in sealed cover duly super scribed as mentioned in the RFP to the GMDC addressed as below through registered post/courier / Speed Post/Hand delivery. Address: Gujarat Mineral Development Corporation Limited, Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad - 380001 Gujarat , India. Land Lines : 079-27912443 The submission should be made strictly on or before: 10/07/2025 ; 15:00Hrs.
5	Online submission of Price Bid	The Price Bid is to be submitted online only at designated place on https://gmdc.nprocure.com by 08/07/2025 up-to 18:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.

		<p>A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid.</p> <p>Technical Bid is not to be submitted online but should be submitted in physical offline mode after the submission of the Price Bid at the designated address by the deadline mentioned.</p>
6	Opening of Technical Bid	On 11/07/2025 at 14:00Hrs at GMDC office situated at Ahmedabad as per the address specified in sr. no 4.
7	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
8	Signing of Agreement	Within 30 days from the date of issuance of LOA.
9	General and Important terms and conditions	<p>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.</p> <p>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.</p> <p>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.</p> <p>GMDC reserves the rights to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on https://tender.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.</p> <p>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-procure portal.</p>

2. GENERAL

2.1 Bid Validity

- a) Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP SECTION III in all respects.

2.2 Numbers of Bids by Bidder

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

2.3 Governing Law and Jurisdiction

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad/Gandhinagar 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:
 - i. Bid does not meet the Pre-qualification and Qualification criteria specified in this RFP
 - ii. at any time, a material misrepresentation is made or discovered, or

- iii. The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
- iv. the Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
- v. Bidder submits conditional Bid.

If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process.

2.5 Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for captioned bid as part of his Bid. The Bid Security/EMD shall be sealed in a separate envelope, together with the RFP Fees, super scribing the envelope "Earnest Money Deposit and RFP Fees ". The EMD of amount **INR 5,00,000** (INR Five lakh) shall be provided in favour of "Gujarat Mineral Development Corporation Limited", 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 Reserve Bank of India.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from the banks approved by Government of Gujarat from time to time except Co-operative Bank to GMDC as per the Annexure 16 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause 2 in RFP SECTION III. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS1 under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.
- b) 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.
- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in

writing to GMDC give the name and address of the person in whose favour the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- f) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP Part III;
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA
 - 2) to sign the Agreement within the time period specified by GMDC
 - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. DOCUMENTS AND PRE-BID CONFERENCE

3.1 Content of RFP

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

Notice Inviting Tender

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

3.2 Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 0. They should send in their queries on or before the date mentioned in clause 0 section in order to enable Authority 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 i.e <http://www.gmdcltd.com> and <https://www.gmdc.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the bid sheet 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 Authority or its employees or representatives shall not in any way or manner be binding on GMDC.

3.3 Pre-Bid Meeting

- a) A pre-bid meeting would be held at time and an address specified in clause 0. Bidders shall bear their own cost of attending any pre-bid meeting.
- b) During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c) Clarifications/responses would be shared by uploading such responses online only at website of Authority/GMDC i.e <http://www.gmdcltd.com> and <https://www.gmdc.nprocure.com> if required in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

3.4 Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b) Any Addendum/Corrigendum issued hereunder will be in writing and shall be uploaded on Authority/GMDC and nprocure website <http://www.gmdcltd.com> and <https://www.gmdc.nprocure.com>
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid Due Date.

4. PREPARATION AND SUBMISSION OF BIDS

4.1 Language of Bid

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

4.2 Bid Currency

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

4.3 Format and Signing of Bid

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

4.4 Submission Format & Sealing and Marking of Proposals

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

“RFP for Selection of Agency for identification of technically suitable land for a Mineral Processing plant and its related ancillary infrastructure in Chhota Udepur District in Gujarat State, India – EMD and RFP Fees”

b) **The Technical Bid** shall be submitted in **Hard copy**. The documents and format to be submitted for Technical Bid shall be as follows:

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder.
2	2	<p>Bidder's Organization and Experience.</p> <ul style="list-style-type: none"> • Incorporation Documents <ul style="list-style-type: none"> ○ Incorporation document , India GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as applicable • Documentary evidences for work experience from the client such Relevant portion of Work Order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by the Statutory Auditor of the firm OR self-certification from the Managing Director of bidder's firm to ascertain authenticity.
3	3	Comments and Suggestions on the Terms of Reference and Facilities to be provided by Authority
4	4	Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR
5	5	Team Composition and Task Assignments
6	6	Curriculum Vitae (CV) for Proposed Experts and Support Staff
7	7	<ul style="list-style-type: none"> • Certificate from the Auditor of the firm or a registered Chartered Accountant specifying <i>Turnover for last three Financial Years as per clause 5.1(iii) with UDIN (For Indian firms)</i> • <i>Audited Financial statements for last three years from 2020-21 to 2022-23.</i> • <i>In case Bidder's corporate policy does not permit to disclose our absolute turnover figures then Bidder should submit this certificate by auditor of the firm confirming that the turnover is higher than the given threshold provided in clause 5.1(iii).</i>
8	8	No Blacklisting certificate Affidavit
9	9	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
10	10	Undertaking for information and document provided are true.
11	14	Proposed Work Plan for project execution upto L3 level
11	General	Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
12	General	A pen drive comprising of soft copy of Technical Bid also to be submitted as part of 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 Annexures.

All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

“RFP for Selection of Agency for identification of technically suitable land for a Mineral Processing plant and its related ancillary infrastructure in Chhota Udepur District in Gujarat State, India – Technical Bid”

Addressed to:

Mr. Swagat Ray,

General Manager (PP&D)

Gujarat Mineral Development Corp.

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

- c) Price Bid (Online) to be filled up at designated places on <https://gmdc.nprocure.com> as per the format provided in Annexure 11.
- d) The Bidder shall also place a pen drive comprising of soft copy of Technical Bid in Hard copy of Technical Bid.
- e) 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 0.

4.5 Bid Due Date

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 0.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC on <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>.

4.6 Late Submission

- a) Physical submissions for Technical Bid , EMD & RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents. 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 / modify his Bid after submission but prior to Bid Due Date.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall be disregarded.

5. BID EVALAUTION CRITERIA

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

Taking credit from Associate (i.e., subsidiary/parent/sister concern firm) in any form for meeting the Pre-Qualification Criteria or for claim score in Technical Qualification.

5.1 Pre-Qualification Criteria

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

- (i) Bidder should be a legal entity registered in India, under either Indian Companies Act 1956/2013 or LLP Act 2008 or Indian Partnership Act 1932.

The Bidders are required to provide Incorporation and Registration Certificate as evidence.

- (ii) Consortiums are not permitted to take part in this RFP process.
- (iii) The Bidder must have an average annual audited revenue of INR 50 crore for last three years (FY 21-22, FY 22-23, FY 23-24). The Bidders are required to submit certificate(s) from statutory auditor with all relevant details from the bidder. The bidder shall provide copies of their audited annual reports to ascertain its turnover & net worth as per format provided in Annexure 7 of this RFP document.
- (iv) The Bidder should have satisfactorily completed at least one study including Geotechnical investigation/studies, geophysical studies, drafting of topographic and geological map for establishing feasibility of site for setting up large scale infrastructure/plant in last 10 years (between 2013 to 2023, and 2024).

The Bidder should provide Letter of Intent/ Work Order or Copy of signed Agreement along with completion certificate evidencing the completion of the work.

- (v) The Bidder should have valid NABL (National Accreditation Board for Testing & Calibration Laboratories) accreditation for undertaking laboratory strength testing on soil and rock samples OR have a tie up with laboratories with valid NABL accreditation. Copy of NABL accreditation is required to be submitted to establish the same.

In case bidder has tie-up with an accredited laboratory, letter of support from the Laboratory establishing that they will be engaged to work on this assignment in case the bidder is awarded the work shall be required.

- (vi) The Bidder should not have blacklisted or barred by any Government or regulatory Authority for doing business. Towards fulfilment of this criteria, the Bidder should submit Self certified No blacklisting Affidavit as per the format provided in Annexure 8.

5.2 Technical Score Criteria

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

Sr No.	Marking Heads	Marks	Sub-Marks
A	Experience of Bidder	30	
1.	<p>Experience over last Ten completed years and current year (2013 to 2023, and 2024) meeting the following criteria.</p> <p>Type of Scope: study including geotechnical investigation/studies, Geophysical Studies drafting of topographic and geological map for establishing feasibility of site for setting up large scale infrastructure/plant etc.</p> <p>Type of Client: Government owned firm/Public Sector/ Private sector registered firm.</p> <p>Engagement: Completed work shall be considered eligible for assigning marks.</p> <ul style="list-style-type: none"> • Relevant portion of LOI/Work Orders/ contract and Client completion certificate to be submitted as evidence. • Different projects (with separate Work Orders and separate scope) with the same client can be cited as separate projects. 	30	10 marks per project. Max 3 projects. Max 30 marks
B	<p>Availability of Equipment/Instrument for the Investigation and Feasibility Study through Bidder's ownership or tie up with other vendors/OEMs.</p> <p>In the case of ownership, the evidence of ownership is required. In case of tie ups, letters of support from the Vendors/ OEMs establishing that they will be engaged to work on this</p>	20	

	assignment in case the bidder is awarded the work shall be required.		
1.	Geophysical : MASW set up with 24 Channel Seismograph (Geode), Geophones of 4.5Hz Frequency	10	
2.	Geotechnical: Hydraulic drilling Rig.	10	
C	Team	20	Minimum Qualification and Marking criteria for Project Team are specified in the table below
1.	Team Leader (Civil Engineer)	5	
2.	Geologist	4	
3.	Geotechnical Engineer	4	
4.	Environmental Expert	4	
5.	Geophysical Expert	4	
6.	Electrical Expert	4	
D	Approach and Methodology for Proposed Work	30	
1.	Experience pertaining to geotechnical investigation/studies, drafting of topographic and geological map and establishing feasibility of land for setting up large scale infrastructure/plant and studies related to Tailing Dam – illustrated through two case studies.	15	
2.	Given the industry status, best practices and objectives of GMDC, what is the suggested best fit approach and methodology for this study?	15	
	Total (A+B+C+D)	100	
	Qualifying Marks	70	

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

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

Position	Minimum Qualification	Marking criteria
Team Leader	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> • Master's Degree in Civil Engineering <p>Experience</p> <ul style="list-style-type: none"> • Total Experience: 20 Years • 15 years of experience in geotechnical investigation/survey / plant site feasibility studies 	<p>1. Relevance of experience: 3 marks</p> <ul style="list-style-type: none"> • 2 relevant projects / assignments: 1 marks. • Over 2 relevant projects /assignments: 3 marks <p>Relevant Project is defined as geotechnical investigation/survey/plant site feasibility studies</p> <p>2. Length of the Experience: 2 marks</p> <ul style="list-style-type: none"> • 15- 18 years of total experience: 1 marks • > 18 years of total experience: 2 marks <p>Total (1+2): 5 Marks</p>
Geologist	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> • M. Sc Geology <p>2. Experience</p> <ul style="list-style-type: none"> • Total Experience: 15 Years • 10 years of experience of working on geological mapping 	<p>1. Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> • 2 relevant projects / assignments: 1 mark. • Over 2 relevant projects /assignments: 1 mark <p>Relevant Project is defined as geotechnical investigation/survey/studies</p> <p>2. Length of the Experience: 2 marks</p> <ul style="list-style-type: none"> • 10 to 12 years of total experience: 1 mark • > 12 years of total experience: 2 mark <p>Total (1+2): 4 Marks</p>
Geotechnical Engineer	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> • M.Tech/M.Sc in Geotechnical Engineering) <p>2.Experience</p>	<p>1. Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> • 2 relevant projects / assignments: 1 mark. • Over 2 relevant projects /assignments: 2 mark

	<ul style="list-style-type: none"> Total Experience: 10 Years relevant in Geotechnical Investigation 	<p>Relevant Project is defined as geotechnical investigation / survey/ studies</p> <p>2. Length of the Experience: 2 marks</p> <ul style="list-style-type: none"> 10 to 12 years of total experience: 1 mark > 12 years of total experience: 2 mark <p>Total (1+2): 4 Marks</p>
Environmental Engineer	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduate Engineer (B.Tech/M.tech/Bsc/Msc Environmental) <p>2.Experience</p> <ul style="list-style-type: none"> Total Experience: 10 Years Experience in environment assessment related work for site feasibility study or setting up of projects. 	<p>Length of the relevant experience as specified in second bulleted point of point 2 in adjacent column:</p> <ul style="list-style-type: none"> 10- 12 years of total experience: 2 marks > 12 years of total experience: 2 marks <p>Total : 4 Marks</p>
Geophysical Expert	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> M.Tech/M.Sc in Geophysical) <p>2.Experience</p> <ul style="list-style-type: none"> Total Experience: 10 years of relevant experience in geophysical investigations 	<p>Length of the relevant experience as specified in second bulleted point of point 2 in adjacent column:</p> <ul style="list-style-type: none"> 10 to 12 years of total experience: 2 marks > 12 years of total experience: 2 marks <p>Total : 4 Marks</p>
Electrical Expert	<p>1 Educational Qualification</p> <ul style="list-style-type: none"> BE in Electrical Engineering <p>2.Experience</p> <ul style="list-style-type: none"> Total Experience: 10 Years 	<p>Length of the relevant experience as specified in second bulleted point of point 2 in adjacent column:</p> <ul style="list-style-type: none"> 10 to 12 years of total experience: 2 marks > 12 years of total experience: 2 marks <p>Total : 4 Marks</p>

5.3 Evaluation of Price Bid and Financial Score

The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum 70 marks in the Technical score system as specified in clauses 6.2(a), 5.1 and 5.2 respectively) Bidders shall be opened. The Bidder shall be required to quote Lumpsum Services Fees for executing the Scope/TOR as per the provisions of this RFP and as per the Price Bid format provided in Annexure 11. The Bidders are required to quote Lumpsum Services Fees inclusive of all taxes.

Financial Score (FiS) = 100 x FiL/FiC

Where;

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

FiC is the Services Fees quoted by Bidder

Services Fees refers to the Lumpsum Services Fees inclusive of taxes quoted for executing the Scope/TOR as per the provisions of this RFP and as per the Price Bid format provided in Annexure 11.

Bidder scoring Lowest charges shall be given 100 marks.

5.4 Composite Score

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

Composite Score (CS) = Technical Score (TeS) * 0.70 + Financial Score (Fis) * 0.30

The technical experience has been assigned 70% of weightage while price quote is assigned 30% weightage.

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

6. EVALUTION PROCESS

6.1 Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such an opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's names, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

6.2 Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per

clause 4.4 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 and Price Bid are submitted in Hard copy and 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 Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

6.3 Assessment of Pre-Qualification Criteria

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

b) *Determination of Technical Score*

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of ITB.
- 2) Responsive and Pre-Qualified Bidders may be called to make multi-media

presentation on “Approach and Methodology” by GMDC at its sole discretion.

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

6.4 Opening of Price Bid and Financial Score

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://www.gmdc.nprocure.com> as per the indicative format specified in Annexure 11 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 6.2, 5.1 and 5.2 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 (c) in advance. The Bidders’ authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in 5.3.

6.5 Composite Score

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

6.6 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.

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

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

- a) invite the remaining Bidders to submit their Bids or
- b) take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.

(iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Agency , as the case may be, without GMDC being liable in any manner whatsoever to the

Successful Bidder or the Agency. 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.

6.8 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 Agencies/ employees/representatives on matters related to the Bids under consideration.

6.9 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.

6.10 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 AGENCY AND SIGNING OF AGREEMENT

7.1 Notification of Award

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

7.2 Signing of Agreement

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement save and except any modifications arising from response to pre-bid queries, grammatical errors or any changes required to bring further clarity in RFP and terms of the Draft Agreement.
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section V of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of INR 300 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of Agreement, the Successful Bidder shall be called the "Agency".

7.3 Performance Security

- (i) The Successful Bidder shall furnish Performance Security to GMDC for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the date of Letter of Award, in the form of Demand Draft or an unconditional and irrevocable bank guarantee for amount of equivalent to **5% (Five percent) of Services Fees** and payable to GMDC from the banks approved by Government of Gujarat except Cooperative Banks to GMDC in any one of the following forms/formats.
 - a) Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by Reserve Bank of India.
- (ii) An irrevocable Bank Guarantee (the "**Bank Guarantee**"), from Approved Bank to GMDC as per the Annexure 13 in the format prescribed in the bid documents.
- (iii) Such performance Security shall be in favour of Gujarat Mineral Development Corporation Limited and admissible and payable at Ahmedabad branch.
- (iv) The Agency shall maintain a valid and binding Performance Security for a Contract Period. The Agency shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the Agency shall have to renew Performance Security for a period of extended Contract Period.
- (v) If the successful Bidder may be 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 Agency including but not limited to Damages; and which the Agency has failed to pay in relation thereof; and
 - b) in relation to Agency'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 Agency shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (viii) At the end of the Contract Period, the Performance Security shall be returned to the Agency 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. Such refund will be processed upon furnishing of evidence of compliance with all payments related to statutory norms. The evidence should be furnished within 90 days from the expiry of such agreement.

7.4 Commencement of Work/Assignment

The Agency shall commence the Consultancy within fifteen days of the date of the Signing of Agreement, or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement as specified in Clause 7.2 or commence the assignment as specified herein, GMDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

7.5 Proprietary Data

Subject to the provisions of this 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 Agency, 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 Agency to GMDC in relation to the Consultancy Assignment pursuant to TOR shall be the property of GMDC.

7.6 Tax Liability

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

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall

- observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- 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 Agency 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 Agency 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 Agency 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 Agency provides professional, objective, and impartial advice and at all times hold GMDC’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.
- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
 - A. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
 - (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
 - a) more than 26% of the paid up and subscribed equity capital in the other

Bidder, its Member or Associate of such other Bidder or Associates is Company; and/or

- b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or

(2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;

- a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its Member or Associates is Company; and/or

- b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or

- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. there is a conflict among this and other 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 Agency will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves

- the right, at any time, to;
- (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the GMDC and the Agency. Neither GMDC or the Agency shall have any authority to bind the other in any manner whatsoever.
- e) The Agency shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

SECTION IV: SERVICES FEES AND PAYMENT TERMS

1. SERVICES FEES

- a) The Bidders shall be required to quote total Services Fees as per the Price Bid format provided in Annexure 11 for execution of TOR specified in section II. The Bidders are permitted to quote Services Fees only in Indian National Rupee (INR).
- b) The total Services Fees quoted by Bidders 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.
- c) The total Services Fees quoted by Bidders represent remuneration of Bidder's staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance, Testing cost, process costs, pilot plant set up cost, material consumption for the study, cost towards packaging of samples, Cost towards transportation of samples to designated locations, insurance, labour and taxes as specified in subpoint b) hereinabove. The above quoted rates also any other expense as specified elsewhere in RFP to be incurred for executing the Terms of Reference/Scope of Work.

2. PAYMENT TERMS

Payment for each phase shall be made separately by GMDC upon submission and acceptance of each phase. The payment shall be made as per the payment terms specified hereunder.

a) Payment Terms for Phase 1:

- (i) The payment shall be made upon satisfactory provision of services within 30 days from the date of receipt of Invoice as per the following payment milestones.

Sr No.	Deliverables for Phase 1	Timeline	Payment Milestone in terms of % of Services fees for Phase 1 to be paid
T is defined as a date within 7 days from Agreement Signing Date			
1	Inception Report	T+15 days	10%
2	Draft Site Suitability Screening and Recommendation Report	T+1.5 months	40%
3	Final Site Suitability Screening and Recommendation Report	T+2 months	50%

- (ii) The Agency shall submit invoices upon achieving milestone stated in sub clause hereinabove. GMDC shall make payment within 30 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to contract conditions.
- (iii) The amount of Payment shall not exceed the Contract Price.

- (iv) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per Indian laws. The TDS certificate(s) shall be provided as per the due date specified in the Income Tax Act of India.

b) Payment Terms for Phase 2:

- (i) The payment shall be made upon satisfactory provision of services within 30 days from the date of receipt of Invoice as per the following payment milestones.

Sr No.	Milestone	Timeline for Milestone	Payment Milestone in terms of % of Services fees for Phase 2 to be paid
1	On completion of Geotechnical and Geophysical assessment	T1+2.5 months	40%
2	Draft Phase 2 Report	T1+3 months	30%
3	Final Phase 2 Final	T1+4 months	30%

T1 is the date on which GMDC issues Notice to Proceed with Phase 2.

- (ii) The Agency shall submit invoices upon achieving milestone stated in sub clause hereinabove. GMDC shall make payment within 30 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to contract conditions.
- (iii) The amount of Payment shall not exceed the Contract Price.
- (iv) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per Indian laws. The TDS certificate(s) shall be provided as per the due date specified in the Income Tax Act of India.

SECTION V: DRAFT CONTRACT AGREEMENT

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 Consulting Firm of Preferred Bidder) having its registered office at _____, hereunder referred to as the “Agency” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

GMDC and the Agency 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 “**Selection of Agency for identification of technically suitable land for a Mineral Processing plant and its related ancillary infrastructure in Chhota Udepur District in Gujarat State, India**” as per the terms specified in RFP and this Agreement (hereinafter called the “**Project/ Consulting Work/Consulting Assignment/ Assignment**”);
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Agency dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. _____ dated _____ accepting the particular Bid Proposal.
- C. The Agency has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the _____ **for identification of technically suitable land for a Mineral Processing plant and its related ancillary infrastructure in Chhota Udepur District in Gujarat State, India** 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 Agency) hereto **hereby agree as follows:**

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

Agreement:

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
2. Letter of Acceptance (LOA) no. _____ issued on _____.
3. Terms of Reference provided in RFP SECTION II (which shall be placed as Schedule I in the contract when it is executed)
4. Payment Terms provided in RFP SECTION IV (which shall be placed as Schedule II in the contract when it is executed).
5. Agency's Key Personnel specified in Schedule ____
6. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

1. GENERAL

1.1 Definition and Interpretation

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

- a. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;
- b. **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;
- c. **"Authority"** or **"GMDC"** means the Gujarat Mineral Development Corporation Limited [including without limitation its authorized representatives];
- d. **"Agency/Agency"** means any private or public entity selected to provide the Services to GMDC under this Contract.
- e. **"Contract"** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.
- f. **"Contract Period"/" Agreement Period"** shall have a meaning specified in 2.4
- g. **"Day"** means calendar day.
- h. **"Dispute"** shall have a meaning specified in clause 9.1
- i. **"Effective Date"** shall have meaning specified in clause 2.1.

- j. **“Force Majeure”** shall have a meaning specified in clause 2.7.1.
- k. **“Insurance”** shall have a meaning specified in clause 3.1.1.
- l. **“Local Currency”** means Indian Rupees.
- m. **“Material Breach”** means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.
- n. **“Party”** means the “Authority” or the Agency, as the case may be, and **“Parties”** means both of them.
- o. **“Team Leader”** shall have a meaning specified in clause 4.5
- p. **“Performance Security”** shall have a meaning specified in clause 7.3.
- q. **“Personnel”** means professionals and support staff provided by the Agencies and assigned to perform the Services or any part thereof;
- r. **“Services”/ “Scope of Services/Terms of Reference (TOR)”** means the work to be performed by the Agency pursuant to this Contract, as described in RFP SECTION II;
- s. **“Sub-Agencys”** means any person or entity to whom/which the Agency subcontracts any part of the Services. Sub-contracting of entire ToR is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the Agency may engage sub Agencies under intimation to Authority. Sub-contracting does not absolve the Agency from its obligations provided in this Agreement.
- t. **“Terms of Reference”** (“TOR”) are the description of scope of Service to be performed by the Agency. Detailed TOR is specified in RFP SECTION II;
- u. **“Third Party”** means any person or entity other than the “Authority”, or the Agency.

1.1. 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.

1.2 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 Agencies. The Agency 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.

1.3 Rights and Obligations

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

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

1.4 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.

1.5 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.

1.6 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.

1.7 Notices

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

If to Authority;

General Manager (PP&D)

Email: ppd@gmdcltd.com

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

Land Lines : 079-27912443

Board Lines : 079-27913501, 079-27913200

If to Agency;

1.8 Location

The Services shall be performed at the offices of GMDC and at such locations as are incidental thereto, including the offices/ Testing labs of the Agency.

1.9 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 Agency may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be General Manager (PP&D)
- c) The Agency may designate one of its employees as Agency’s Representative. Unless otherwise notified, the Agency’s Representative shall be: -----

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

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

2.2. Commencement of Services

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

2.3. Termination of Agreement for failure to commence Services

If the Agency does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks’ notice to the Agency, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Agency shall be deemed to have accepted such termination.

2.4. Expiration of Agreement

- a) The Agency shall be required to complete the scope specified section II /TOR within the time period specified in Section II: Chapter 2 of this RFP unless terminated earlier pursuant to clauses 2.3 and 2.8 hereof or extended hereof pursuant to sub clause b) hereunder (the “Agreement Period”/ “Contract Period”).
- b) Extension of Agreement
As its sole discretion, GMDC may extend Contract Period in mutual agreement with the Agency if TOR is incomplete/not executed on time due to reasons not attributable to the Agency or occurrence of Force Majeure Events or occurrence of undeniable events.

2.5. Entire Agreement

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless

such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

- b) Without prejudice to the generality of the provisions of Clause 2.5 (a) , on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

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

2.7. Force Majeure

2.7.1. Definition

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

2.7.2. No Breach of Agreement

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

2.7.3. Measures to be taken

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

2.7.4. Extension of Time

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

2.7.5. Payments

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

2.7.6. Consultation

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

2.7.7. Suspension of Agreement

GMDC may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency 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 Agency to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Agency of such notice of suspension.

2.8. Termination of Agreement

2.8.1. Termination by Authority

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

- a) If Agency fails to furnish Performance Security as per the terms of the agreement.

- b) the Agency 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 2.7.7 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- c) the Agency becomes insolvent or bankrupt or enters into any agreement within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- d) Any representation made or warranties given by the Agency under this Agreement is found to be false or misleading;
- e) The changes in roles of Consortium members without prior approval of GMDC or changes in Consortium member without prior approval of GMDC.
- f) The Agency does not abide by the Consortium Conditions specified in this Agreement.
- g) If the Agency fails to make any payments/damages/penalties due to Authority within the period specified in this Agreement or extended period as mutually agreed by the Parties without any valid reason.
- h) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- i) the Agency submits to GMDC a statement which has a material effect on the rights, obligations or interests of GMDC and which the Agency knows to be false;
- j) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- k) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

2.8.2. By Agency

The Agency may, by not less than 30 (thirty) days' written notice to GMDC, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.2, terminate this Agreement if:

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

2.8.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.2.3 hereof; (iii) the Agency's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Agency's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.8.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and materials furnished by GMDC, the Agency shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.8.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, GMDC shall make the payments to the Agency as per provision set forth in RFP part IV hereof for Services performed prior to the date of termination. Provided that in case of incomplete milestone during such Termination, the payment for such incomplete milestone shall be made on pro rata basis.

2.8.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 2.8.1 or 2.8.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY

3.1. General

3.1.1. Standard of Performance

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

3.1.2. *Terms of Reference*

The scope of Services to be performed by the Agency is specified in the Terms of Reference (the "TOR") at RFP SECTION II. The Agency shall provide the Deliverables specified therein in conformity with the time schedule stated therein. Additionally, the Agency shall provide fortnightly progress report to GMDC during the Contract Period.

3.1.3. *Applicable Laws*

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

3.2. Conflict of Interest

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

3.2.1. *Agencys not to Benefit from Commission, Discounts etc.*

The remuneration of the Agencys pursuant to Payment Terms specified in RFP SECTION IV hereof shall constitute the Agency's sole remuneration in connection with this Contract or the Services and, the Agencys shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Agencys shall use their best efforts to ensure that any Sub-Agencys, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. *Agencys and Affiliates not to engage in Certain Activities*

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

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

3.2.3. *Confidentiality*

- (i) The Agencys, their Sub-Agencys and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; (d) which is required to be submitted to any regulatory, statutory or governmental authority; (e) information related to project's scope which the Agency can share as the credential of the Agency in future after the 1 (one) year beyond the contract period.

- (ii) Agency's work for GMDC is confidential and for the GMDC's internal use only. Agency will not disclose the deliverables to any third parties without the GMDC's prior written permission. If necessitated GMDC shall sign Non-Disclosure Agreement with the Agency.
- (iii) GMDC acknowledges that Deliverables are solely for its internal use and it may use the same internally. GMDC will not disclose the Deliverables or make the Deliverables available for use by any third party without the third-party first signing Agency's standard form of non-reliance letter. Such restriction will not apply for disclosure of Deliverables under any mandatory disclosure required under law or for GMDC's internal decision making in relation to this project to the Ministries and Government stakeholders under Government of Gujarat and Government of India ("Permitted Disclosure").

3.3. Liability of the Agency

- 3.3.1. The Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.3.2. The Agency shall, subject to the limitation specified in Clause 3.3.3, be liable to GMDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.3.3. Notwithstanding anything to the contrary, the aggregate maximum liability of the Agency under this Contract shall not exceed the fees received by the Agency under this Contract subject to this cap shall not apply to damages specified in clause 3.10(ii) and 3.11.

3.4. Accounting, Inspection and Auditing

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

3.5. Agency's Actions requiring Authority's prior Approval

The Agency shall obtain GMDC's prior approval in writing before taking any of the following actions:

- (i) appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;
- (ii) entering into a subcontract for the performance of the Services as per the provision of RFP.

(iii) any other action that may be specified by GMDC during the course of this Contract.

3.6. Reporting Obligations

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

3.7. Documents Prepared by the Agencies to be the Property of GMDC

- (i) All plans, drawings, specifications, designs, documents, reports, frameworks, test outcome report, flowsheet, databases, content and documents prepared by the Agencies solely in performing the Services under this Contract shall become and remain the property of GMDC, and the Agencies shall, not later than upon termination or expiration of this Contract, deliver all such documents to GMDC, together with a detailed inventory thereof.
- (ii) Any pre-existing Intellectual Property Right (IPR) developed by the Agency independent of the Contract, including know-how, questionnaires, assessments, modules, courses, frameworks, software, algorithms, databases, content, models, industry perspectives, designs, etc. ("Agency Tools"), for which the Agency at the time of signing of this Agreement has a legal right, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification will be and remain owned by the Agency including any and all derivative works, modifications or enhancements of the same made before, during, and after the Contract. To the extent the Deliverables under this Contract include any Agency Tools, the Agency hereby grants GMDC a non-exclusive, non-transferable, non-sub-licensable, worldwide, royalty-free license to use and copy the Agency Tools solely as part of the deliverables.

3.8. Equipment and Materials Furnished by GMDC

Equipment and materials made available to the Agencies by GMDC, or purchased by the Agencies with funds provided by GMDC, shall be the property of GMDC and shall be marked accordingly. Upon termination or expiration of this Contract, the Agencies shall make available to GMDC an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with GMDC's instructions.

3.9. Accuracy of Documents

- (i) The Agency shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify GMDC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

- (ii) Notwithstanding anything, the Agency will have no obligation to independently verify information provided by GMDC or their service providers.
- (iii) Authority acknowledges and agrees that Agency shall not provide professional legal, accounting, or tax advice. However, the Agency agrees to peruse and assess the legal and regulatory provisions and framework in so far as they are required to carry out the Scope of Work/TOR. This will include perusal, if so, required of contracts entered into by GMDC with its vendors and partners.

3.10. Insurance to be taken out by the Agency

- (i) The Agency shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or Agency's own standard practices during the Contract Period insurance (the "Insurance"). At the GMDC's request, the Agency shall provide certificate of insurance evidencing the insurance coverages.
- (ii) The Agency shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub Agency/specialist deployed by the Agency as well as assets deployed (i.e lab etc) to perform its scope of work specified under this Contract.
- (iii) GMDC undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Agency or its sub-contractors / sub Agencies / specialists associated with the Agencies for the purposes of the Services, nor for any member of any such person.

3.11. Indemnity

- (i) The Agency shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub Agency/specialist employed by the Agency to perform scope of work specified under this Contract or any asset /equipment deployed by the Agency for execution of the scope.
- (ii) The Agency shall indemnify GMDC and hold it harmless from against all claims, liability, loss including third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods any part thereof and /or loss , damage or expense including counsel/legal fees arising from or by reasons of an action or claimed trademark, patents or copyright infringements or any litigation based thereon with respect to any part of the execution of scope.

4. AGENCY'S PERSONNEL

4.1. General

The Agency shall employ and provide such qualified and experienced Personnel as specified in clause 5.2 (i.e Technical Score Criteria) of SECTION III of this RFP and as may be required to carry out the Services.

4.2. Deployment of Personnel

- a) The designations, names and other particulars of each of the Agency's Key Personnel required in carrying out the Services are described in Technical Marking System of this RFP which is listed in Schedule____.
- b) The Key Personnel listed in Schedule____ of the Agreement are hereby approved by GMDC.
- c) The list of Team /Key Personnel provided in clause 5.2 of ITB is a minimum list. The Agency shall deploy additional expert resources or support staff if so required to execute its scope but deployment of additional personnel should not substitute the Key personnel specified in sub clause 5.2 B).
- d) If the Agency hereafter proposes to engage any person as Professional Personnel, it shall submit to GMDC its proposal along with a CV of such person in the format provided at Annexure 6 of the RFP. GMDC may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Agency may propose an alternative person for GMDC's consideration. In the event GMDC does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this, it shall be deemed to have been approved by GMDC.

4.3. Substitution of Personnel

GMDC expects all the Key Personnel i.e Team Leader, Geologist, Geotechnical Engineer, Environmental Engineer etc. as specified in the Proposal to be available during implementation of the Agreement. GMDC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Agency. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.

4.4. Working hours, Overtime, Leave etc.

The working hours and leaves of the Personnel will be as per the company policies of the Agency. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of GMDC, and the Agency shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.5. Team Leader and Project manager

- a) The person designated as the Team Leader/ key personnel of the Agency's Personnel as specified in Technical Marking System shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, Team Leader as specified in Technical Marking System shall also act as Project Manager (the "Project Manager") who shall be responsible for day-to-day performance of the Services.
- b) The Agency is required to deploy all personnel for this assignment. The Agency shall deploy additional resources if it is required to perform Scope of Services specified in this this RFP.

4.6. Sub-Agency

The sub-contracting of entire TOR by the Agency is not permitted. However, for any

specific technical matter for fulfilment of this study advice/inputs/consultancy from experts or specific agencies, the Agency may engage sub Agencies under intimation to Authority/GMDC. Sub-contracting does not absolve the Agency from its obligations provided in this Agreement.

5. OBLIGATIONS OF GMDC

5.1. Assistance in clearance

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

- a) provide the Agency and its Personnel with work permits and such other documents as may be necessary to enable the Agency or its Personnel to perform the Services;
- b) issue to officials, agents and representatives of GMDC all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Payment

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

5.3. Documents and Other Support

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

- a) All study Reports and Documents pertaining to the preliminarily identified 2.75 sq. km. area as available with GMDC
- b) Orthomosaic and contour maps of the identified 2.75 sq. km area.
- c) Facilitating Site visit (at no transportation cost to GMDC) and meetings relevant stakeholders
- d) Support towards Sample collection and approvals as below.
 - Sample collection activities shall be carried out by the Agency under supervision of GMDC. The cost of sample collection is to be borne by the Agency.
 - The Agency shall be responsible for packaging of sample as well as transportation of sample to its designated location. The cost pertaining to packaging and transportation of sample shall be borne by the Agency.
 - GMDC shall obtain required Government approvals if any, for transportation of sample to its designated location where the Agency shall carry out testing as well as run tests.

6. PAYMENT TO THE AGENCY

Authority shall make payment to Agency as per the terms specified in SECTION IV of RFP.

7. LIQUIDATED DAMAGES AND PENALTY

7.1. Performance Security

- (a) For securing the due and faithful performance of the obligations of the Agency under this agreement, during the Agreement Period, the Agency, has in terms of the RFP and letter of award furnished to GMDC the required Performance Security dated ____ of amount ____ drawn in favour of “ _____ ” from ____ Bank in the form of Bank Guarantee/DD and valid till ____ and admissible and payable at Ahmedabad branch, the receipt & veracity of which, is hereby acknowledged by GMDC (the “Performance Security”).
- (b) The Agency shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“Validity Period”). The Agency shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period and thereafter until expiry of three months from end of Contract Period. In case Contract Period is extended then the Agency shall have to renew Performance Security for a period of extended Contract Period.
- (c) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - (i) In the event GMDC requires to recover any sum due and payable to it by the Agency including but not limited to Damages; and which the Agency has failed to pay in relation thereof; and
 - (ii) In the event of the Agency’s breach of its obligations and if such breach is not cured with the remedial period as per the terms of the Agreement.
 - (iii) If the Agency fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
- (d) Upon such encashment and appropriation from the Performance Security, the Agency shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Agency shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a Agency’s breach and entitle Authority to terminate this Contract in terms hereof.
- (e) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Agency without any interest, provided the Agency is not in default of the terms hereof and there are no outstanding dues of GMDC with the Agency.

7.2. Liquidated Damages

7.2.1. *Liquidated Damages for error/variation*

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

7.2.2. Liquidated Damages for delay

In case of delay solely attributable to the Agency in completion of milestone as specified in TOR, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Milestone Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted and no liquidated damages shall be levied.

7.2.3. Encashment and appropriation of Performance Security

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

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

7.2.5. Penalty for Deficiency in Services

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

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

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

8.2. Operation of Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. DISPUTE RESOLUTION

9.1. Amicable Solution

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

9.2. Arbitration

(a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time 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 9.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause

29B of said act).

(b) Place of Arbitration

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

(c) Procedure

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

(d) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction in Ahmedabad only.

(e) Fees and Expenses

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

9.3. Performance during Dispute Resolution

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

SECTION IV: ANNEXURE

Annexure 1: Letter of Bid Submission

{On letterhead of the Bidder}

Dated:

To,

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

Subject: Submission of Bid for RFP for Selection of Agency for identification of technically suitable land for a Mineral Processing plant and its related ancillary infrastructure in Chhota Udepur District in Gujarat State, India

Dear Sir/Madam:

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

Physical submission of;

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

Online submission of;

- (iii) Price Bid on <https://www.nprocure.com> as per the Price Bid format provided in Annexure 11 of the RFP**

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

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

We undertake, if our Bid is accepted, to initiate the 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,

Name and Signature of Authorized Signatory of Single Bidder/ Lead Member.

For and on behalf of (name of Single Bidder/Consortium)

Address:

Annexure 2: Bidder's Organization and Experience

[To be provided by Bidder]

A - Bidder's Organization

[Provide here a brief description of the background and organization of Bidder's 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 registered legal entity as per the details provided in Pre-qualification criteria. In order to meet above requirements, the Bidder may submit any of the following documentary evidences as applicable.

Firm Constitution and or Registration Documents as below;

For Indian Bidder : Incorporation document, India GSTIN certificate, PAN details **OR** Partnership deed, GSTIN registration, PAN details **OR** Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]

B - Bidder's Experience

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

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

Note: *Relevant portion of Work Order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by the auditor / CPA/ certified Chartered Accountant C/self-certification from the Managing Director of the Bidding firm to ascertain authenticity.*

C – Accreditation of Testing Facility/ Laboratory

Information on Bidder 'Testing facility/ Laboratory as below;

- Details of Bidder 'Testing facility/ Laboratory in terms of presence of relevant equipment, experts, location and size.
- Whether the laboratory is owned by the bidder or tie-up (Owned/Tie-up): _____
- Confirmation of NABL accreditation (Yes/No) : _____
- Evidence of Accreditation: _____
- Letter of support to Bidder by the Laboratory (in case of tie-up): _____

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

A - On the Terms of Reference

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

B - On Inputs and Facilities to be provided by GMDC

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

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

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

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

a) **Approach and Methodology**

As per the Technical Score/ Marking Criteria specified in clause 5.2.

- b) **Work Plan:** In this chapter, Bidder should propose the activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Authority) upto L3 level activities, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including report to be delivered as final output, should be included here.

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

Annexure 5: Team Composition and Task Assignments

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

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

Support Staff (if any)

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

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

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

1. Proposed Position in the assignment:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:

From [Year]: To [Year]:

Employer:

Positions held:

Sector:

10. Total Experience (Years): _____(details to be given in point no 13)
11. Relevant Sector Experience as per the scoring system (Years): _____(details to be given in point no 13)
12. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks Listed under point 12. List of the assignment below should also match sr. no 10 and 11]

- (i) Name of Assignment/job or project:
- (ii) Year:
- (iii) Location:

- (iv) Employer:
- (v) Main project features:
- (vi) Positions held:
- (vii) Activities performed:
- (viii) Sector:

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

15. Certification:

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

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

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

Annexure 7: Annual Revenue statement

{On the letter head of *Statutory Auditor Chartered Accountant* as per Note (ii)}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. Following is the audited turnover from consulting assignments (excluding revenue from audit and taxation practice), for the last three years.

Years	Revenue (in INR)

Notes:

(i) *Latest available annual audited statements. Latest available annual audited annual revenue for last three years from 2021-22 to 2023-24.*

(Signed and Sealed by the statutory auditor)

Annexure 8: No Blacklisting certificate

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

No-Blacklisting Affidavit

I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or Government of India / any Government or regulatory Agency in Foreign country from participating in Project/s, either individually or as member of a Consortium as on the _____ - (Bid submission Date).

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

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

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

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 10: Undertaking

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

Dated this ____ day of _____ 202_.

Signature
(Company Seal)

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

Signed by

Authorized Signatory with designation

Annexure 11: Price Bid

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

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

Sub: Our Price Bid for RFP for Selection of Agency for identification of technically suitable land for a Mineral Processing plant and its related ancillary infrastructure in Chhota Udepur District in Gujarat State, India

Dear Sir,

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

Sr. No.	Particular	Total Services Fees exclusive of GST (Amount in INR)
1	Phase 1: Initial Suitability Screening and Constraint Mapping	
2	Phase 2: Detailed Site Investigation & Technical Assessment	
Total Services Fees		

Notes:

- The Bidders shall be required to quote total Services Fees for execution of TOR specified in section II. The Bidders are permitted to quote Services Fees only in Indian National Rupee (INR).
- The total Services Fees quoted by Bidders as per the table above shall be considered for the evaluation of the Price Bid.
- The total Service Fees 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.
- The total Services Fees quoted by Bidders represent remuneration of Bidder's staff,

Travel expense, expense towards dine, hotel stay, office rents, conveyance, Testing cost, process costs, material consumption for the study, cost towards packaging of samples, Cost towards transportation of samples to designated locations, insurance, labour and taxes as specified in subpoint b) hereinabove. The above quoted rates also represent any other expense as specified elsewhere in RFP to be incurred for executing the Terms of Reference.

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

Thanking you,

Yours faithfully

(Seal and signature of the authorised representative of the Bidder)

Name:

Designation:

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

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

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

Subject: Earnest Money Deposit Bank Guarantee.

Date.....2025

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

Dear Sir,

In consideration of Gujarat Mineral Development Corporation Limited (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender No. _____ for the work _____

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

1. We the _____ (Name of Bank) hereinafter referred to as "Bank" having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of

the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

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

We _____ (Name of Bank) further undertake to unconditionally

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

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____ (Name of the Bank)

Annexure 13: Format for Bank Guarantee for Performance Security

Name of the Bank :
Address :
Guarantee No :
Name of the Agency : M/s _____
Date of Expiry :
Limit to liability : Rs _____/- (Rupees _____ only)

Ref: Tender bearing No.

Subject: Bank Guarantee towards Performance Security

Date.....20

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

Dear Sir,

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

- 1) We the _____ (Name of the Bank) hereinafter referred to as "Bank" having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of Rs _____/- (Rupees _____ only) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Contractor of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
- 2) We _____ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you

stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Bidding Document by reason of the Contractor's failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____/- **(Rupees _____ only)**.

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

9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.

10) The Bank has under its constitution power to give this guarantee and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

(I) Our liability under this Bank Guarantee shall not exceed **INR** _____/-
(Rupees _____ only)

(II) This Bank Guarantee is valid up to _____ (Date).

(III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____(Date).

(IV) This Bank Guarantee is encashable and payable at _____

Yours faithfully

For _____(Name of the Bank)

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

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2024/2859/D.M.O.

Date: 01/05/2025

(A) Guarantees issued by the following banks will be accepted as SD/EMD on a 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, 2026. 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	22	South Indian Bank
2	AU Small Finance Bank	23	Standard Chartered Bank
3	Bandhan Bank	24	Tamilnad Mercantile Bank
4	Barclays Bank	25	Utkarsh Small Finance Bank
5	City Union Bank	26	YES Bank
6	CSB Bank	27	Ahmedabad Mercantile Co-op. Bank
7	DBS Bank India Limited	28	Nutan Nagrik Sahkari Bank Ltd.
8	DCB Bank	29	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	30	Saraswat Co-Operative Bank Ltd
10	ESAF Small Finance Bank	31	SBPP Co-operative Bank Ltd.
11	FEDERAL Bank	32	SVC Co-Operative Bank Ltd.
12	HDFC Bank	33	The Cosmos Co-op Bank Ltd.
13	HSBC Bank	34	The Gujarat State Co-operative Bank
14	ICICI Bank	35	The Mehsana Urban Co-Op. Bank
15	IDBI Bank	36	The Surat District Co-op Bank
16	IDFC First Bank	37	The Surat People's Co. Op. Bank Ltd
17	Jammu and Kashmir Bank	38	The Kalupur Commercial Co-op. Bank
18	Jana Small Finance Bank	39	The Panchmahal District Co-operative Bank
19	Karnataka Bank	40	The Baroda District Co-operative Bank
20	Karur Vysya Bank	41	Baroda Gujarat Gramin Bank
21	Kotak Mahindra Bank	42	Saurashtra Gramin Bank

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

(Arvind V.)

Joint Secretary (Budget)

Finance Department