

Request for Proposal

for

Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat

RFP/GMDC/CD/LP/001/2025-26



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Gujarat Mineral Development Corporation Limited

**Khanij Bhavan, 132-ft Ring Road, Gujarat University Ground, Vastrapur,
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DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd. (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Suppliers interested in Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) with Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary, obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. GMDC, its employees and its consultants 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 its 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 timelines reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a Proposal/Bid. No reimbursement of cost of any type will be paid to persons, or 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. **“Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Supplier’ comprising of all terms and conditions stated in this RFP.
2. **“Annual Maintenance Contract (AMC) Period”** shall mean the period of five (5) years commencing immediately upon the completion of the Warranty Period, during which the Supplier shall be responsible for providing maintenance services for the WDXRF System as mentioned in this RFP.
3. **“Authority /GMDC”** shall mean the Gujarat Mineral Development Corporation Ltd. who shall appoint the Supplier for the captioned work.
4. **“Bid/Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Pre-Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
5. **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION V.
6. **“Bidder”** shall mean any firm or body corporate which is a Proprietorship, Limited Liability Partnership registered under LLP Act or a company under the Indian Companies Act 1956/2013 which submits a Bid to Supply, installation, commissioning, training and subsequent annual maintenance of Wavelength Dispersive X-Ray Fluorescence (WDXRF) for GMDC along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids. Consortiums are not permitted.
7. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION V.
8. **“Contract Price”** shall mean the total value of Contract i.e. Cumulative Value of supply, installation, commissioning, training and AMC charges for WDXRF system.
9. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION V.
10. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION V.
11. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION V.
12. **“Letter of Award”** shall have the meaning ascribed thereto under Clause 7 SECTION V of the RFP.
13. **“Parties”** means the parties to the Agreement and “Party” means either of them, as the context may admit or require.
14. **“Preferred Bidder”** shall have a meaning specified in Clause 1.1 (d) of SECTION V of RFP.
15. **Project”** shall mean Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence

(WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat by the Supplier.

16. **“Qualification Criteria”** means criteria specified in clause 5.1 of SECTION V.
17. **“Rates/Price for capital items and Service Charges for Annual Maintenance Services”** shall mean the charges payable by GMDC for the supply, installation, commissioning and annual maintenance for WDXRF.
18. **“Scope of Work”** means all the activities as per Scope of work mentioned in the RFP which the Supplier is required to carry out as per the Good Industry Practice. Detailed Scope of Work is specified in SECTION II of RFP.
19. **“Service Levels”** shall have a meaning specified in Section IV.
20. **“Site”** shall mean GMDC’s limestone mines located at Lakhpat Punrajpur Mines, Kutch District.
21. **“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 Scope of Work as per the terms specified in RFP.
22. **“Supplier”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in executing the Scope of Work specified in this RFP.
23. **“Technical Specification”** means the specification of WDXRF as specified in Section III.
24. **“Third Party”** means any Person other than GMDC and the Supplier.
25. **“Warranty Period”** shall mean the period commencing from the Zero date after Installation and Commissioning of WDXRF at GMDC Site, during which the Supplier shall be responsible for ensuring the uninterrupted functioning and performance of the WDXRF System as per the agreed specifications, without any additional cost to GMDC.
26. **WDXRF System/ Device/equipment”** means Wavelength Dispersive X-Ray Fluorescence (WDXRF) System along with related accessories.
27. **“Year”** means a period of 365 days from the defined Zero date.
28. **“Zero date”** means the date of start of the respective activities duly informed and recorded by GMDC.

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.

ABBREVIATIONS

Abbreviation	Full Form
GMDC	Gujarat Mineral Development Corporation Ltd
GoG	Government of Gujarat
WDXRF	Wavelength Dispersive X-Ray Fluorescence
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
AMC	Annual Maintenance Contract
DAC	Delivery Acceptance Certificate
IQ	Installation Qualification
OQ	Operational Qualification
PQ	Performance Qualification
CPCB	Central Pollution Control Board
GPCB	Gujarat Pollution Control Board
SLAs	Service Level Agreements
RCA	Root Cause Analysis
CAPA	Corrective and Preventive Action
MSDS	Material Safety Data Sheets
PBG	Performance Bank Guarantee
INR	Indian Rupee
AERB	Atomic Energy Regulatory Board of India
BIS	Bureau of Indian Standards

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd. (GMDC), a premier State Public Sector Enterprise under the Government of Gujarat, has been at the forefront of mining and mineral development in Gujarat. With diversified operations across the mining of lignite, bauxite, manganese, ball clay, silica sand, bentonitic clay, and limestone, GMDC has built a robust presence across key districts such as Kutch, Devbhoomi Dwarka, Panchmahal, Bhavnagar, Bharuch, Surat, and Chhota Udepur.

In line with its commitment to operational excellence, quality assurance, and value chain strengthening, GMDC is in the process of establishing an advanced in-house limestone testing laboratory at its **Lakhpat Punrajpur Mines** primarily aimed at supplying cement grade limestone to cement manufacturers. It will be one of the largest single location limestone mines in the country.

Given the volume and quality expectations from end-users, GMDC recognizes the critical need for real-time, high-precision analysis to support process control, grade assessment, and customer confidence. Accordingly, the lab is being equipped with state-of-the-art analytical instrumentation to enable on-site quality verification and classification of limestone and associated mineral samples.

This Request for Proposal (RFP) is issued to invite technically competent and commercially sound Original Equipment Manufacturers (OEMs) or their Indian entities to participate in the **supply, installation, commissioning, on-site training, performance demonstration, warranty support, and post-warranty annual maintenance of a Wavelength Dispersive X-Ray Fluorescence (WDXRF) Spectrometer.**

The WDXRF system shall be deployed to perform accurate multi-elemental analysis of limestone and other mineral matrices, with trace-level sensitivity and high reproducibility. The system shall align with global best practices in laboratory quality management and enable GMDC to conduct consistent compositional testing across major and minor oxides essential for cement grade limestone assessment.

The required WDXRF system shall have an X-ray tube power rating in the range of minimum 1.0 kW to maximum 1.5 kW, to ensure optimal balance between detection limits, sample throughput, and thermal efficiency suited to the high-volume testing needs of the site.

The bidder selected through this tender process will be responsible for Equipment supply and delivery, Installation and calibration at the designated GMDC site, Demonstration of performance of the WDXRF system, Training of GMDC personnel for routine operation and

troubleshooting, warranty services and Annual maintenance contract (AMC) support after the warranty period.

Bidders are expected to demonstrate experience in similar installations, preferably within the mining, cement, or metallurgical sectors. The RFP details the technical specifications, eligibility criteria, service-level expectations, and evaluation methodology to ensure a transparent and merit-based selection process.

Interested bidders are advised to read the RFP carefully and submit their proposals in accordance with the prescribed terms, formats, and timelines. The successful bidder shall receive a **Letter of Award (LoA)** and will be required to sign a formal agreement with GMDC for executing the contract.

SECTION II: SCOPE OF WORK

1. SCOPE OF WORK

The Supplier shall be responsible for the end-to-end supply, installation, commissioning, performance/testing, training, warranty support, and subsequent annual maintenance of one (1) Wavelength Dispersive X-Ray Fluorescence (WDXRF) Spectrometer along with related accessories for GMDC's greenfield laboratory at Lakhpat Punrajpur Mines, Kutch, Gujarat.

The brief Scope of Work is summarized below. The detailed Scope of Work is further described in detail subsequently.

- (i) Supply, installation, testing, commissioning, and training for one (1) number of Wavelength Dispersive X-Ray Fluorescence (WDXRF) Spectrometer at GMDC's Laboratory at Lakhpat Punrajpur Mines, Kutch, Gujarat. The WDXRF system shall conform to the technical specifications outlined in Section III of this RFP.
- (ii) Maintenance support, including all necessary spares, during Warranty Period of (minimum one (1) year, desirable two (2) years) followed by an Annual Maintenance Contract (AMC) for five (5) years. The Supplier shall ensure continuous operability of the WDXRF and maintaining availability of spare parts throughout the Contract Period.
- (iii) Hands-on training for GMDC personnel post-installation and commissioning, covering aspects such as equipment operation, safety, calibration, sample preparation, data analysis, and troubleshooting.
- (iv) Provision of technical support to GMDC, as and when required, throughout the duration of the Contract Period to ensure uninterrupted and optimal usage of the WDXRF system.
- (v) Provision of software upgrades and updates for the WDXRF system during the entire Contract Period at no additional cost. This shall include all updates, patches, and firmware upgrades released by the OEM.

The detailed Scope of Work is specified below.

1.1 SUPPLY AND DELIVERY OF WDXRF SPECTROMETER

- i. The Supplier shall supply one (1) Wavelength Dispersive X-Ray Fluorescence (WDXRF) Spectrometer, suitable for analyzing limestone samples extracted from GMDC's Lakhpat Punrajpur Mines. The system shall be delivered in a ready-to-install condition, fully compliant with the specifications in this RFP.

- ii. The equipment offered shall be a standard model from the current serial production range of the OEM. Models that are custom-built, one-off manufactured, or deviating from the OEM's existing 1 kW or 1.5 kW standard WDXRF production models shall not be accepted, unless such deviation is explicitly permitted by GMDC in this RFP. Only models that are part of the OEM's regular, commercially available product line shall be considered. The Bidder shall offer the WDXRF system from its 1kW or 1.5kW range that it advertises in its brochures along with all the specifications.
- iii. The WDXRF system shall support multi-element analysis of key minerals and oxides present in limestone samples such as CaO, SiO₂, Al₂O₃, Fe₂O₃, MgO, Na₂O, K₂O, SO₃, TiO₂, P₂O₅, Cl, Mn₂O₃, SrO, BaO.
- iv. The supply shall include OEM-recommended accessories including but not limited to sample trays, holders, power adaptors, cables, UPS, and a high-performance PC with fully licensed pre-installed analysis software.
- v. The Supplier shall supply starter consumables sufficient for 1 year, including pressed pellet cups (5000), films, binders, flux, cleaning tools, relevant to limestone analysis.
- vi. All consumables required for installation, commissioning, calibration, and testing of the WDXRF System shall be under the scope of the Supplier. GMDC shall not bear any separate cost for such consumables.
- vii. The Supplier shall provide GMDC with the OEM's assembly and quality assurance certificate for the WDXRF system. The certificate shall confirm that the equipment has been manufactured, assembled, and tested in accordance with the OEM's internal quality control standards and complies with the specifications outlined in the contract.
- viii. Equipment shall be accompanied with a packing list, delivery challan, OEM warranty certificate, and user manuals in both hard and soft copy formats. All the brochure, manuals, software, etc. supplied with the equipment to be in English language only.
- ix. All items shall be securely packed using vibration-proof, weather-resistant materials. Packaging shall be clearly labelled with equipment name, serial number, weight, and handling instructions.
- x. The Supplier shall transport the equipment to GMDC's site and handle unloading and internal shifting. Transit insurance shall cover theft, breakage, and damage until acceptance at site.
- xi. The equipment shall be manufactured in compliance with applicable international standards. Certifications such as CE, ISO 9001 (for manufacturing facilities). The WDXRF system shall carry AERB Type Approval (if applicable).
- xii. The WDXRF System along with the accessories (Clause 1.1 (iv) of Section II) shall be delivered within the time limit mentioned in Clause 2 (Timeline) of Section II, unless extended in writing by GMDC upon a written request by the Supplier. Early delivery may be accepted upon prior coordination.
- xiii. Delivery will be deemed complete only upon joint inspection by GMDC and Supplier and issuance of a Delivery Acceptance Certificate (DAC) by GMDC. Any shortages or damages shall be rectified within 10 working days at no extra cost.

- xiv. No substitution or deviation from the specified make or model is permitted. Any change shall be grounds for rejection.

1.2 INSTALLATION AND COMMISSIONING

- i. The Supplier shall be responsible for complete on-site installation, positioning, utility connection, and functional setup of the WDXRF system at GMDC's Laboratory, at Lakhpat Punrajpur Mines.
- ii. Within one month of receiving the Purchase Order, the Supplier shall visit the installation site and coordinate with GMDC's team to review the proposed layout and assess utility requirements. It shall be the Supplier's responsibility to clearly communicate and guide all necessary site preparations, including electrical, ventilation, software, structural, network integration and environmental conditions, required for proper installation of the WDXRF system after delivery at Site. Any base frames, vibration isolation pads, or other structural supports needed shall be supplied and installed by the Supplier at its own cost.
- iii. The offered WDXRF System shall comply with applicable Indian electrical standards, including voltage, frequency, grounding, and safety norms, and shall be suitable for installation and operation under Indian regulatory and environmental conditions.
- iv. The Supplier shall ensure correct placement, levelling, and ergonomic alignment of the WDXRF system at the designated lab location, ensuring compliance with space and safety norms.
- v. The Supplier shall connect all required utilities including power, UPS, and ventilation systems as per OEM specifications. All wiring and interfacing shall be securely and neatly executed.
- vi. All software required for operation, analysis, and data processing shall be installed and activated. Network integration for internal data sharing and backup shall be completed.
- vii. The Supplier shall conduct trial runs using both certified reference samples and real limestone samples. All core parameters, precision, detection limits, and repeatability shall be demonstrated.
- viii. The Supplier shall provide certified standard reference materials and any other benchmark applicable in India and use them during trial runs to validate accuracy and demonstrate instrument performance to GMDC representatives.
- ix. The Supplier shall execute and document Installation Qualification (IQ), Operational Qualification (OQ), and Performance Qualification (PQ) protocols in the presence of GMDC officials.
- x. A comprehensive commissioning report covering installation layout, performance data, and test results shall be submitted for GMDC's review and sign-off.
- xi. Commissioning shall be considered complete only upon joint inspection and signing of a Commissioning Certificate by GMDC and the Supplier's representatives.

- xii. The Supplier shall ensure compliance with applicable safety standards including Indian Electricity Rules, CPCB/GPCB norms, AERB, BIS, and OEM safety instructions during installation.
- xiii. Post-installation, the Supplier shall clear all packaging and waste materials. Any damage to GMDC property during installation shall be rectified by the Supplier at its own cost.

1.3 CALIBRATION AND VALIDATION

- i. The Supplier shall calibrate the WDXRF system during commissioning using limestone samples from the mines provided by GMDC, in accordance with the list of 14 elements and the corresponding standard deviation ranges that are specified in the technical specifications of this RFP. Calibration shall ensure accurate quantification of each specified element within the permissible variation range defined by GMDC.
- ii. Calibration and validation shall be based on GMDC's actual limestone matrix, reflecting the site-specific mineralogical composition. All calibration settings and procedures shall be optimized accordingly.
- iii. The Supplier shall supply all accessories necessary for calibration and validation, including but not limited to: sample cups, pellets, films, fluxes, and precision weights. All such materials shall conform to laboratory-grade standards suitable for reliable quantitative analysis.
- iv. The Supplier shall prepare and execute a Validation Master Plan covering Installation Qualification (IQ), Operational Qualification (OQ), and Performance Qualification (PQ), tailored to GMDC's sample matrix.
- v. The WDXRF system shall be validated using actual limestone samples from GMDC's mines. Results shall demonstrate repeatability, accuracy, and sensitivity within OEM-declared tolerances. Standard sample for calibration shall be provided by Supplier to GMDC for reference purposes.
- vi. The calibration and validation process shall be documented in detail, including Element-wise observed values, GMDC-defined standard deviation ranges, Test conditions, Instrument settings and any adjustments made. These records shall be submitted to GMDC for review and formal acceptance as part of the commissioning process.
- vii. The Supplier shall issue equipment calibration and validation reports in both hard and soft copy formats, clearly specifying the calibration date, sample identifiers, analytical results, and compliance with GMDC benchmarks.
- viii. The Supplier shall also propose a recalibration schedule aligned with the OEM's recommendations or best practices, whichever is more stringent. A detailed calibration log shall be maintained throughout the warranty and AMC periods and made available to GMDC upon request.
- ix. In the event of an audit or formal verification requirement by GMDC, the Supplier shall cooperate in the review of calibration records and support compliance with internal

quality assurance processes. All calibration and validation records shall be maintained in an audit-ready format and formally handed over to GMDC as part of laboratory documentation and accreditation support.

1.4 DOCUMENTATION

- i. The Supplier shall submit three (3) hard copies and one (1) soft copy (USB drive or cloud link) of the complete documentation set in English language related to the WDXRF system and its installation.
- ii. The Supplier shall provide a formal certificate issued by the OEM confirming that the WDXRF system supplied is an original, brand-new product manufactured by the OEM, and is compliant with the technical specifications outlined in this RFP. The certificate shall clearly state the model number, serial number, manufacturing date, and country of origin of the equipment.
- iii. All documentation shall be handed over at the time of commissioning or within seven (7) days thereafter. Submission is a precondition for final acceptance by GMDC.
- iv. User manuals, maintenance manuals, service manuals, programming guides, and spare parts lists shall be provided in English language for the WDXRF system and all related software and accessories.
- v. The Supplier shall prepare SOPs tailored for GMDC's laboratory, covering equipment operation, calibration, safety protocols, and data handling.
- vi. Preventive maintenance schedules with frequency, inspection points, and recommended actions shall be included for all major components.
- vii. The documentation shall include detailed calibration methods, frequency, traceability standards, and formats for recording calibration results.
- viii. OEM-signed warranty certificates and statutory compliance documents (CE, AERB, etc.) shall be submitted along with the supply.
- ix. Specifications for electrical supply, ventilation, vibration control, and any other environmental conditions shall be documented.
- x. The Supplier shall submit a layout diagram showing the final positioning of the WDXRF system and its components within GMDC's lab.
- xi. All IQ/OQ/PQ reports, performance data, and commissioning records signed jointly by GMDC and the Supplier shall be compiled and submitted.
- xii. All software license keys, access credentials, and installation media (CDs, USBs, or downloadable links) shall be provided with validity details.
- xiii. All documentation shall be maintained in formats suitable for laboratory audit and accreditation, including version control and revision tracking.

1.5 On-Site Training

- i. The Supplier shall provide comprehensive on-site training to GMDC's laboratory personnel after successful installation and commissioning of the WDXRF system.

- ii. Training shall be conducted over a minimum of seven (7) full working days. The schedule shall be finalized in consultation with GMDC to ensure maximum staff participation.
- iii. Training shall cover equipment operation, safety protocols, software usage, data handling, calibration procedures, routine maintenance, and troubleshooting.
- iv. Hands-on training shall be provided using actual limestone samples from GMDC's mines. Real-time demonstration of testing and data interpretation is mandatory.
- v. Participants shall be trained on the full functionality of the OEM software, including configuration, data export, report generation, and audit compliance features.
- vi. The training shall include guidance on radiation safety, power failure response, fire safety measures, and safe shutdown procedures.
- vii. Printed manuals and quick reference guides shall be distributed to all participants. Soft copies of training content shall also be provided in PDF format.
- viii. Training shall be delivered by OEM-certified technical experts with experience in WDXRF systems. At least one software expert and one hardware engineer shall be present.
- ix. The Supplier shall provide a dedicated technical contact for post-training queries for at least 30 days. A basic troubleshooting checklist shall also be handed over.
- x. Completion of training shall be considered a necessary precondition for final acceptance and project completion by GMDC.

1.6 WARRANTY SUPPORT

- i. The Supplier shall provide onsite warranty for a period of minimum one (1) year, desirable two (2) years, from the date of successful commissioning of the WDXRF system.
- ii. The warranty shall cover all components, subsystems, software, and accessories supplied. It shall include unlimited service visits, repairs, and replacement of defective parts, excluding consumables.
- iii. The Supplier shall respond to service calls within 24 hours and resolve any issues which can be resolved remotely within 48 hours. If site visit is required for rectification, then the issue shall be resolved within 72 hours.
- iv. During the warranty period, the Supplier is required to have service visits, as and when required, to ensure uninterrupted functioning of the WDXRF system. In addition, the Supplier shall carry out a minimum of four (4) maintenance visits per year, one in each quarter. Each maintenance visit shall include but not limited to comprehensive inspection, functional performance checks, cleaning, and application of firmware or software updates, wherever applicable.
- v. A dedicated helpline number and email support system shall be available to GMDC throughout the warranty period. Remote diagnostic tools should also be provided where applicable.

- vi. The Supplier shall guarantee the availability of critical spare parts and service during the Warranty Period and after sales support for minimum 10 years after completion of Warranty Period. Parts shall be sourced and delivered in India within a reasonable lead time so GMDC's business shall not reasonably halt.
- vii. A service report shall be submitted after each visit, signed by GMDC's representative. A consolidated quarterly service summary shall be submitted to GMDC.
- viii. The Supplier shall provide an escalation matrix listing names, designations, contact numbers, and emails up to the senior-most service head for unresolved issues.
- ix. The performance of warranty services shall be treated as a material obligation under the contract.
- x. During the warranty period, the Supplier shall be fully responsible for the manufacturer's warranty covering the design, quality, and workmanship of all supplied equipment and components. If any item is found defective, the Supplier shall rectify or replace it at its own cost within thirty (30) days of written intimation from GMDC. Failure to do so may result in an extension of the warranty by one (1) additional year and/or imposition of a penalty up to the full value of the equipment, at GMDC's discretion.

1.7 PERFORMANCE AND RELIABILITY OF WDXRF SYSTEM

- i. The Supplier shall ensure that the WDXRF system performs in accordance with the OEM-declared specifications, including limits of detection, precision, repeatability, and throughput, specifically for limestone sample analysis as per GMDC's operational requirements.
- ii. The Supplier shall ensure uninterrupted service support and guarantee the availability of critical and fast-moving spare parts and after sales support for a minimum of ten (10) years from completion of Warranty Period.
- iii. In the event of any downtime exceeding forty-eight (48) hours, the Supplier shall submit a Root Cause Analysis (RCA) report along with a Corrective and Preventive Action (CAPA) plan to GMDC within three (3) working days.
- iv. All minor software patches, firmware updates, and diagnostic utilities released by the OEM during the warranty and AMC period shall be provided to GMDC at no additional cost.
- v. If the OEM declares the WDXRF system or any of its major components as end-of-life, the Supplier shall notify GMDC in writing within fifteen (15) working days of receiving such notification from the OEM, along with recommended alternatives or upgrade options.
- vi. The Supplier shall submit to GMDC an annual performance report covering equipment uptime, Service and maintenance visits, Calibration status and logs, Spare parts replaced, and any notable operational issues or performance improvements.

- vii. Failure to fulfil the performance obligations as defined under this clause may result in payment deductions, recovery of costs, invocation of the Performance Bank Guarantee, at the discretion of GMDC.

1.8 SAFETY, COMPLIANCE, AND ENVIRONMENTAL STANDARDS

- i. The Supplier shall ensure that the WDXRF system and its installation fully comply with all applicable regulations, including those issued by the Gujarat Pollution Control Board (GPCB), Central Pollution Control Board (CPCB), and other relevant statutory authorities.
- ii. The equipment and related activities shall be aligned with the principles of ISO 14001:2015 Environmental Management Systems, as applicable, and shall comply with applicable regulations under the E-Waste Management Rules, 2016 and Hazardous Waste Management Rules, 2016, as may be applicable for laboratory consumables, sample residues, or packaging materials during installation or maintenance by the Supplier.
- iii. The Supplier shall provide Material Safety Data Sheets (MSDS) for any applicable fluxes, binders, or chemicals supplied (if any), and shall implement basic spill containment, emergency shutdown, and first-aid response protocols as part of the laboratory setup. The system shall not emit harmful fumes; any emissions shall remain within permissible environmental limits.
- iv. A safety briefing shall be conducted by the Supplier prior to installation, covering equipment-specific risks, handling precautions, and PPE usage. Upon commissioning, a visual safety guide outlining emergency protocols and contact information shall be displayed prominently within the laboratory.
- v. Any deviation from prescribed safety, health, or environmental norms during installation or operation shall be treated as a material breach until corrective measures are implemented to GMDC's satisfaction.

1.9 OTHER RESPONSIBILITIES

- i. The Supplier shall nominate a dedicated Project Manager to serve as the single point of contact for GMDC throughout the supply, installation, calibration, and commissioning phases of the WDXRF system.
- ii. If required, Weekly or periodic virtual coordination meetings shall be conducted as required, to monitor progress, address technical or logistical issues, and ensure timely completion of project milestones.
- iii. All project-related communications, instructions, and approvals shall be documented in writing via email or official correspondence. Verbal instructions shall not be considered binding unless subsequently confirmed in writing.
- iv. Core responsibilities such as equipment supply, installation, calibration, training, and validation shall not be subcontracted without prior written approval from GMDC.

- GMDC reserves the right to review and verify the credentials of any approved subcontractor.
- v. GMDC reserves the right to inspect, test, or verify any equipment, deliverable, or service either directly or through a nominated third-party at any point during the project execution.
 - vi. Should the Supplier require any site access permissions, material gate passes, or logistical clearances, the same shall be formally requested from GMDC well in advance to avoid delays.
 - vii. The Supplier shall assist GMDC in obtaining all necessary regulatory approvals, certifications, or clearances required for the installation, commissioning, and operation of the WDXRF System, as may be applicable under prevailing laws, rules, or guidelines. This shall include providing requisite technical documentation, certificates, declarations, or liaison support with concerned authorities, wherever necessary, to facilitate timely compliance by GMDC.
 - viii. All technical documents, manuals, designs, procedures, reports, and data generated, supplied, or shared during the course of the assignment shall become the intellectual property of GMDC. The Supplier shall treat all such material as confidential and shall not reproduce, reuse, or disclose it to third parties without the prior written consent of GMDC.
 - ix. After successful completion of the training, the Supplier shall submit a comprehensive handover package including Signed training records, Final technical documentation, warranty registration confirmation, Installation layout and configuration diagrams, complete asset tagging and inventory list.
 - x. Non-fulfilment of obligations under this section shall constitute a breach of contract and may attract recovery of costs at GMDC's sole discretion.

2. Timeline

As part of the project scope, the Supplier shall follow the below timelines with the deliverables list as per the defined scope of work activities.

Sr. No	Deliverables	Timelines (In Months) (T= 30 days from the date of Issuance of Letter of Award)	Cumulative Timeline for reference (In Months)
1)	Delivery of complete WDXRF system with accessories at GMDC site (Lakhpat Puranjpur Mines)	T1=T+5 months	5 months

Sr. No	Deliverables	Timelines (In Months) (T= 30 days from the date of Issuance of Letter of Award)	Cumulative Timeline for reference (In Months)
2)	Installation, Commissioning, demonstration of required output, training of WDXRF system at GMDC site	T2= T1+1.5 months	6.5 months

*Note: In the event of any deviation in the scheduled supply, installation, or commissioning of the WDXRF system by the Supplier, whether earlier or later than the originally stipulated timeline, the reference timeline (T1) shall be adjusted accordingly.

3. Annual Maintenance Contract (AMC) Terms

- i. Following the completion of the Warranty Period, the Supplier shall provide an Annual Maintenance Contract for a further period of five (5) years.
- ii. The AMC shall include both preventive and breakdown maintenance services, for all critical components, system software, and functional subassemblies of the WDXRF system. Replacement of Major spare parts will not be covered under AMC. If replacement of major spare parts is required, GMDC will pay for that part as per actual price. Major Spare Parts will not include consumables or parts classified as routine wear-and-tear items.
- iii. The Supplier shall attend to unlimited service visits during the AMC period to ensure uninterrupted functioning of the WDXRF system. In addition, the Supplier shall carry out a minimum of four (4) maintenance visits per year, one in each quarter. Each maintenance visit shall include but not limited to comprehensive inspection, functional performance checks, cleaning, and application of firmware or software updates, wherever applicable. The maximum response time for all service calls shall be 24 hours, and fault resolution shall be completed within 48 hours from the initial response. If visit is required, the issue to be resolved within 72 hours.
- iv. The Supplier shall perform annual calibration of the WDXRF system as and when required. Calibration shall be performed using GMDC-provided samples and within the GMDC-specified deviation limits. All calibration-related accessories and services shall be included within the AMC cost. Calibration results shall be documented and submitted for GMDC's records.
- v. The Supplier shall provide remote technical support by phone, email, or remote access tools. All support queries shall be acknowledged on the same working day.
- vi. Each maintenance visit shall be documented through a Service Report signed by the attending technician and GMDC's representative. Additionally, the Supplier shall

- submit an annual summary report capturing maintenance history, calibration records, and equipment uptime performance.
- vii. The AMC shall be subject to annual review by GMDC. Renewal for each year shall be based on satisfactory service performance, adherence to agreed SLAs, and submission of all required records and reports.
 - viii. The Supplier shall nominate a dedicated service manager as the single point of contact for GMDC during the AMC period.
 - ix. It is mandatory to provide AMC of 5 years after completion of Warranty Period. AMC of less than 5 years will not be accepted and bid will be rejected.
 - x. In case, the Service Provider fails to provide AMC as committed during the Contract Period, then GMDC shall have the right to forfeit the PBG.
 - xi. GMDC and Supplier will enter into an AMC agreement along with the execution of the Agreement for delivery, installation, commissioning, training and warranty of the WDXRF System ("Principal Contract). The draft AMC Agreement is attached as **Annexure-14**.

4. Other Terms and Conditions

- (i) In accordance with the contract specifications, the equipment shall have no defects arising out of design, material or workmanship & the complete unit shall be warranted for the Warranty Period from the date of successful installation /commissioning of equipment.
- (ii) The Supplier shall be solely responsible for rectifying any defects in the equipment that arise due to faulty materials, design, or workmanship, under the conditions specified in the contract and during proper usage. Upon identification of such defects, the Supplier shall, at its own cost, undertake all necessary repairs or replacements. In the event that any component or part is found to be defective, and requires replacement or renewal, the Supplier shall ensure that the replacement is supplied to GMDC on a Delivered Duty Paid (DDP) basis within a reasonable time from the date of notification by GMDC.
- (iii) The Supplier shall also maintain adequate stock of essential components and spare parts to ensure timely resolution of issues and uninterrupted operation of the equipment during the warranty and AMC periods.
- (iv) **Global OEMs and manufacturers allowed to participate:**
As the WDXRF spectrometer is a highly specialized scientific instrument that is currently not manufactured in India at the requisite quality and technical standards required by GMDC. Mostly OEMs manufacture these systems outside India, and there are no equivalent or functionally comparable systems available from Class I or Class II local suppliers as defined under the policy. Accordingly, to ensure the integrity and accuracy of elemental analysis essential for GMDC's limestone quality assurance, global OEMs or their directly incorporated Indian entities are allowed to participate in this RFP. The provisions of the Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time, will not be applicable to this RFP.

SECTION III: TECHNICAL SPECIFICATIONS

The Supplier shall supply the WDXRF System confirming to requirements / Technical Specifications specified below.

Sr. No.	Parameter	Specifications (Essential)
1.	Instrument Type	Wavelength Dispersive X-Ray Fluorescence (WDXRF) Spectrometer designed for high-precision multi-elemental analysis
2.	X-ray Generator & Tube	The system must include X-Ray Generator and Rhodium anode X-ray tube with minimum 1.0 to maximum 1.5 kW power , with air cooling or equivalent OEM cooling system.
3.	Elemental Coverage	WDXRF must support analysis from atomic number Z = 8 (Oxygen) to Z = 92 (Uranium) with a specific analysis of following elements given in Table-1. It should be able to demonstrate the performance within the detection range given in Table 1. The system should be upgradable for future elemental coverage expansion.
4.	Pellet Size	Supplied equipment should be equipped to analyze the standard pressed pellet of size 40 mm and 52 mm diameter
5.	Sample Throughput	Per sample 3 to 4 minutes in pressed pellet form.
6.	Environment Control	The system shall include an automated vacuum chamber equipped with a single rotary vacuum pump and an oil mist filter. Safety interlock mechanisms must be in place to prevent X-ray generation in the event of vacuum failure.
7.	Accessories	<p>1) Printer: One color laser printer with Wi-Fi, Ethernet, and Bluetooth connectivity</p> <p>2) Desktop Personal Computer: One branded desktop computer with latest-generation Intel Core i7 or equivalent processor (minimum base clock 3.6 GHz), 32 GB</p>

		<p>RAM (DDR4 or higher), 1 TB HDD or 512 GB SSD, DVD-RW drive, 24-inch monitor, and pre-installed licensed Windows 11 operating system. System must be fully compatible with WDXRF instrument software (including LIMS integration, FP models, etc.)</p> <p>Software Compatibility- Must be fully compatible with WDXRF instrument software (e.g., FP models, LIMS integration, etc.)</p> <p>3) One branded computer table (Godrej or equivalent) with two ergonomic revolving chairs.</p> <p>4) One 15 kVA online synchronized UPS with minimum 60-minute battery backup, suitable for the WDXRF system and all peripheral accessories. It shall contain sealed maintenance free in-built batteries and Supplier shall be responsible for the maintenance.</p> <p>5) Two P10 (90% Argon + 10% Methane) gas cylinders along with compatible pressure regulator and connectors suitable for the supplied WDXRF system.</p>
8.	Compliance	<p>The system must be CE marked and comply with IEC 61010-1 safety standards. It must also be compliant with AERB (Atomic Energy Regulatory Board) guidelines for radiation-emitting devices and BIS standards. The instrument shall include appropriate radiation shielding, safety interlocks to prevent X-ray generation when the system is open or compromised, and clear visual/audio warning indicators. Radiation leakage from the system must be within permissible exposure limits as defined by AERB and international norms.</p>
9.	Spare Part & Tube Availability	<p>The Supplier shall ensure after sales service support for all critical spare parts including X-ray tubes, detectors, crystals, and electronic modules and after sales support for a minimum period of 10 years from the date of completion of Warranty Period. A written commitment to this effect must be provided by the OEM.</p>
10.	Performance Validation (Repeatability)	<p>1. The system must demonstrate measurement precision by analyzing certified standard reference materials such as BCS 393, ECRM 752-1, and BCS 513 (or equivalent BCS-certified limestone CRMs). Standard deviation values for each oxide must fall within the manufacturer's certified limits. A minimum of 100g each of BCS 393 (or ECRM 752-1) and BCS 513 must be supplied along with valid certificates of analysis.</p>

		<p>2. The system must demonstrate repeatability and stability in local matrix analysis by analyzing 15 pressed pellet samples prepared from local limestone samples provided by GMDC. Calibration shall be done using these samples, and repeatability testing must show standard deviation values within the specified limits for the 14 key elements. *(refer Table-1 mentioned below).</p> <p>Measurement time must not exceed 100 seconds per element or 20 minutes per sample. Validation shall be conducted in the presence of GMDC officials at the time of installation and commissioning.</p>
11.	Maintenance & Diagnostic Features	<p>The system must provide real-time fault detection, preventive maintenance alerts, system health diagnostics, and detailed event logging. The software shall support automated self-check routines to identify performance degradation or hardware malfunction. Remote diagnostics and OEM-supported remote service access shall be provided, wherever applicable, to enable timely support and troubleshooting.</p> <p>The software and hardware for remote diagnostics should be inbuilt. The remote diagnostics should be capable of checking only the instrument from a remote location for remote diagnosis, maintenance and service, inspection of all system components to easily identify/ recognize during operation and repaired for attaining maximum instrument up time.</p>
12.	Warranty	Minimum one year after successful installation and commissioning of WDXRF system at the GMDC site.

Sr. No.	Parameter	Specifications (Desirable)
1.	Goniometer	Fully automatic, Angular accuracy: $\pm 0.0025^\circ$ (2θ). Angular reproducibility: $\pm 0.0001^\circ$ (2θ). Scanning speed: up to $10^\circ 2\theta/s$. Supports sequential data acquisition and automated alignment routines.
2.	Detectors	Flow Proportional Counter (FPC) for light elements; Scintillation counters or equivalent for mid to heavy elements and their

		minimum count rate should be 3 million cps or more for coverage of entire elemental range from O (Z=8) to U (Z=92).
3.	Crystal Changer	Automatic, bi-directional crystal changer with at least 6 crystal positions, capable of accommodating crystals such as LiF, PET, and suitable multilayer or equivalent crystals for the full elemental range from Oxygen (Z=8) to Uranium (Z=92). The changer must be software-controlled, housed in a sealed, dust-protected chamber, and designed to prevent sample spillage during loading and unloading.
4.	Sample Changer	The system must include an automatic sample changer with a minimum of 60 sample positions, expandable as needed. It must support software-controlled sample scheduling, real-time status display, error skipping, and automatic alignment confirmation. The sample stage shall include a built-in spinner with a rotation speed of at least 30 rpm. A minimum of 60 sample holders shall be supplied along with the system.
5.	Software Features	<p>The software must support full instrument control, empirical and fundamental parameter (FP) calibration, quantitative and qualitative analysis, peak fitting, element and peak identification, net intensity determination, and multi-point background and line overlay correction. It must include secure data handling, user access control, audit trails, result export in standard formats, and method development tools.</p> <p>The system must be equipped with factory-calibrated standard-less analysis software capable of analyzing major, minor, and trace elements in diverse geological samples without reference standards. The vendor shall be responsible for recalibrating or updating this software (if required) at no additional cost for the operational lifetime of the instrument.</p>
6.	Instrument Control System	The system shall include an OEM-supplied PC-based central graphical user interface (GUI) for real-time monitoring and control of key components, including X-ray tube power, goniometer, vacuum system, sample carousel, detectors, and crystal changer. The interface must provide status indicators, system diagnostics, and error logs. Safety interlocks must be integrated into the control system to prevent unauthorized access and unsafe operation.

NOTE: In the Technical Specifications, all parameters marked as 'Essential' are mandatory and **no deviation from these specifications shall be permitted by GMDC**. Specifications marked as 'Desirable' indicate GMDC's preferred features for the respective parameters. Bidders are encouraged to offer WDXRF system that meet these desirable specifications.

*** Table 1: Elemental Analysis Parameters for establishing performance guarantee of the device**

	CaO%	MgO%	SiO ₂ %	Al ₂ O ₃ %	Fe ₂ O ₃ %	SO ₃ %	K ₂ O%	Na ₂ O%	P ₂ O ₅ %	TiO ₂ %	Mn ₂ O ₃ %	Cl	BaO	SrO
Detection Range (Min-Max)	10.00 – 55.00	0.10 - 15.00	0.50 – 70.00	0.10 – 25.00	0.10 – 15.00	0.002 – 12.00	0.01 – 5.00	0.01 – 5.00	0.01 – 3.00	0.002 – 2.00	0.001 – 7.00	0.001 - 3.00	0.001 - 3.00	0.001 - 1.00
Max allowed conc. difference between duplicates (wt%)	0.20	0.16	0.16	0.20	0.10	0.10	0.03	0.03	0.03	0.02	0.03	No limit Set	No limit Set	No limit Set
Max allowed conc. difference between average and certified conc. (wt%)	0.30	0.20	0.20	0.20	0.10	0.10	0.05	0.05	0.03	0.03	0.03	No limit Set	No limit Set	No limit Set

SECTION IV: SERVICE LEVELS

The Authority shall monitor the Supplier's performance / WDXRF System's performance through a comprehensive Service level described in this section.

The Supplier shall have to abide by the Service Levels as specified below. In case of Non-meeting the Service Levels/ breach of Service Levels, the corresponding liquidated damages as defined below shall apply (the "Service Levels").

The Service Levels are categorized into following.

1. Delay in Installation and Commissioning
2. Breach in Availability and Performance of WDXRF System during the Warranty Period
3. Breach in Availability and Performance of WDXRF System during the AMC Period.

Each of above Service Levels are further specified below.

1. Delay in Installation and Commissioning

- (i) The Supplier shall adhere to the time schedule specified in Section II clause 2 of this RFP for the timely installation and commissioning of WDXRF.
- (ii) In case the Supplier fails to adhere to the timeline for the supply, installation and commissioning of the WDXRF System, unless such failure is due to Force Majeure or due to Authority's defaults or reasons not attributable to the Supplier, in such case the Authority shall recover liquidated damages equivalent to 0.5% of Value of Contract Price excluding AMC charges (i.e. Value of Supply, installation and Commissioning) per week of delay subject to maximum of 10% of Value of Contract Price excluding AMC charges. Such liquidated damages shall be recovered from the next bill/ invoice of Supplier. More than 3 days will be counted as week for determination of liquidated damages.
- (iii) In addition to sub clause (ii) , If any delay is anticipated by the Supplier in the delivery of the Material(s)/ Equipment(s)/ Service(s)/ Work(s) or any of them beyond the stipulated time schedule of delivery, the Supplier shall forthwith inform the Authority in writing of such anticipated delay and of the steps being taken by the Supplier to remove or reduce the anticipated delay, and shall promptly keep the Authority informed of all subsequent developments. The Supplier shall submit the status through Monthly Progress Report to the Authority.

2. Breach in Availability and Performance of WDXRF System during the Warranty Period

(i) Availability of WDXRF System

Service Level Item	Target Service Level	Measurement Period	Measuring Methodology	Liquidated Damages
Availability of WDXRF System	99%	Daily	<p>% Daily performance = (24 hrs – Non-Operational Hours) /24) X100.</p> <p>Where;</p> <p>Non-Operational Hours = Total number of hours in a day during which the WDXRF System is non-operational and unable to perform analysis of mineral samples under normal operating conditions, excluding approved downtimes as defined below.</p>	<p>(i) Damages equivalent to 0.1% of Value of Contract Price excluding AMC charges per day of non-functioning of WDXRF System.</p> <p>(ii) Damages equivalent to 0.2% of Value of Contract Price excluding AMC charges per day of non-functioning of WDXRF System provided the WDXRF System is not in a functioning condition for more than 7 consecutive days. This damage shall apply from the 8th day onwards.</p> <p>(iii) Above damages shall be limited to the maximum of 10% Value of Contract Price excluding AMC charges.</p>

*Notes for exclusions.

- Scheduled preventive maintenance (as per mutually agreed calendar).
- Pre-approved calibration activities.
- Downtime caused due to power outages or infrastructure failures not attributable to the Supplier.
- Force majeure events, and
- Any delay resulting from GMDC's written instructions to halt operations.

(ii) Performance of WDXRF System

- In the event of failure of the WDXRF System to provide timely and accurate analytical results as per the agreed performance thresholds, resulting in verified delays or quality-

related disruptions to GMDC’s sample reporting or mineral dispatch operations, the same will be recovered from Supplier to a maximum value of 10% of total value of amount agreed for Part A mentioned in Price Bid Format (Supply, Installation, Commissioning, training of WDXRF System), in addition to statutory obligation on part of Supplier through PBG deposited by the Supplier.

- GMDC has specified the list of 14 elements and their corresponding standard deviation ranges in the Technical Specifications section in TABLE-1 of this RFP. These values shall form the basis of compliance monitoring for analytical performance of the equipment.
- Any failure in performance attributable to external factors such as, disruption in Wi-Fi, internet, or mobile network services; Power failure in the control room or networking equipment; or Instructions issued by GMDC to suspend operations, shall not be considered as a fault or breakdown attributable to the Supplier, and shall be treated as an exempted condition under this clause.

3. Breach in Availability and Performance of WDXRF System during the Annual Maintenance Contract Period

(i) Availability of WDXRF System

Service Level Item	Target Service Level				
	Year 1	Year 2	Year 3	Year 4	Year 5
Availability of WDXRF System	99%	98%	97%	96%	95%
Measurement Period	Daily				
Measuring Methodology	% Daily performance = (24 hrs – Non-operational Hours) /24) X100. Where;				

	<p>Non-Operational Hours = Total number of hours in a day during which the WDXRF System is non-operational and unable to perform analysis of mineral samples under normal operating conditions subject to exclusions.</p>
<p>Liquidated Damages</p>	<p>For every Non-operational day: Any downtime beyond the acceptable range as mentioned above will be deducted on pro rata basis of total AMC charges payable for that given year subject to maximum 10% of AMC charges for that year. However, if the performance availability falls below 90% in that given year, then in addition to 10% of yearly AMC charges, the LD of 10% of total Contract value will be applied by GMDC and GMDC will have the right to terminate the Contract.</p> <p>Above Damages shall apply subject to exclusions*.</p>

***Notes for exclusions.**

- Schedule preventive maintenance time shall not be considered as breakdown.
- If the WDXRF System fails due to, Natural Calamity such as earthquake, thunderstorm, heavy tempest etc., or at environmental parameters higher than the stipulated in the Bid specifications, the breakdown for the period due to the above will not be considered as breakdown.
- If the WDXRF System is not operative due to nondeployment by mine management, no deduction of the penalty shall be charged for the period.

(ii) Performance of WDXRF System

- In the event of failure of the WDXRF System to provide timely and accurate analytical results as per the agreed performance thresholds, resulting in verified delays or quality-related disruptions to GMDC's sample reporting or mineral dispatch operations, the same will be recovered from Supplier to a maximum of 10% Value of AMC charges for all 5 years, in addition to statutory obligation on part of Supplier through PBG deposited by the Supplier.
- GMDC has specified the list of 14 elements and their corresponding standard deviation ranges in the Technical Specifications section in TABLE-1 of this RFP. These values shall form the basis of compliance monitoring for analytical performance of the equipment.
- Any failure in performance attributable to external factors such as, disruption in Wi-Fi, internet, or mobile network services; Power failure in the control room or networking equipment; or Instructions issued by GMDC to suspend operations, shall not be considered as a fault or breakdown attributable to the Supplier, and shall be treated as an exempted condition under this clause.

SECTION V: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Bidding Process

- a. GMDC has adopted a two-stage online bidding system separately for Technical Bid and Financial Bid with evaluation as per the **Lowest Price Bid basis** as per the Evaluation Method as detailed out in this RFP for Supply, Installation, Commissioning, Training and Annual Maintenance of Wavelength Dispersive X-Ray Fluorescence (WDXRF) for GMDC's Lakhpat Punrajpur Mines, Kutch, Gujarat (the "**Bidding Process**"). Eligibility Bid and Technical Bid shall be submitted physically whereas Financial Bid/ Price Bid shall be submitted online through <https://gmdctender.nprocure.com>. The Bidders are required to place pen drive comprising of soft copy of Eligibility and Technical proposal/Bid as part of Technical Bid submission along with Physical copy. The Bids for which the Financial Bid/Price Bid is submitted in hard copy / physical form/ pen drive shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid ("**Bid Due Date**"). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer their Bid which conforms to the Scope of Work and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION V. Based on Technical evaluation, the Financial Bids/Price Bid of only those Bidders meeting Responsiveness Test and Qualification Criteria as specified in clause 5.1 and 6.2 respectively shall be opened.
- d. In the second stage, a Financial Bid/Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.2. The Bidder's Price Bid shall be evaluated as detailed out in clause 5.2 and thereafter Bidders shall be ranked from the Lowest to the Highest as per the Price Bid. The Bidder who shall determine the Lowest 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 submitting the bid or proposal, the Bidder acknowledges that it has:

- 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.

4) Acknowledged that it does not have a Conflict of Interest; and

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 nonrefundable RFP Document/Tender Fee of **INR 17,700 (i.e., RFP fees of INR 15,000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favor of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section or (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on 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 GMDC Limited through electronic mode is specified below:

Bank Name: ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

IFS Code: ICIC0000024

SWIFT Code: ICICINBBXXX

b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.

c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.

d) ***Relaxation in terms of submission of RFP Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of bid to this RFP.***

1.6. Schedule of Bidding

Event Description	Date, Time and Address																				
<p>Brief Description of work</p>	<p>Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat</p>																				
<p>Date from which RFP documents will be available</p>	<p>RFP shall be available from 3rd September, 2025 from website http://www.gmdcltd.com & https://gmdctender.nprocure.com</p>																				
<p>Last date for receiving Pre-Bid queries/clarifications</p>	<p>Bidders may send their queries by 15th September 2025 up to 17:00 hrs to following contacts or reach out for any assistance.</p> <p>General Manager (Limestone)</p> <p>Email: assharma@gmdcltd.co.in</p> <p>Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>The queries to be submitted in following format in excel format:</p> <table border="1" data-bbox="592 1041 1398 1803"> <thead> <tr> <th colspan="4" data-bbox="592 1041 1398 1108">Bidders Request for Clarification</th> </tr> <tr> <th data-bbox="592 1108 815 1332">Name and Address of the Organization submitting request</th> <th data-bbox="815 1108 1023 1332">Name and Position of Person submitting request</th> <th colspan="2" data-bbox="1023 1108 1398 1332">Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td data-bbox="592 1332 815 1514"></td> <td data-bbox="815 1332 1023 1514"></td> <td colspan="2" data-bbox="1023 1332 1398 1514"> Tel: Mobile: Email: </td> </tr> <tr> <th data-bbox="592 1514 815 1738">Sr. No.</th> <th data-bbox="815 1514 1023 1738">RFP Document Reference (Section and Page no.)</th> <th data-bbox="1023 1514 1214 1738">Content of RFP requiring clarification</th> <th data-bbox="1214 1514 1398 1738">Clarification sought</th> </tr> <tr> <td data-bbox="592 1738 815 1803">1.</td> <td data-bbox="815 1738 1023 1803"></td> <td data-bbox="1023 1738 1214 1803"></td> <td data-bbox="1214 1738 1398 1803"></td> </tr> </tbody> </table>	Bidders Request for Clarification				Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative				Tel: Mobile: Email:		Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought	1.			
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Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought																		
1.																					

Event Description	Date, Time and Address
Pre-Bid Meeting	Pre-Bid Meeting will be held on 18th September 2025 at 12.00 Hours. Venue of pre-bid meeting will be Corporate Office, GMDC, Ahmedabad (Gujarat).
Online Submission of Price Bid	<p>The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com 25th September, 2025 up-to 17:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.</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>
Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	The Technical Bid is to be submitted offline, on or before 26th September 2025 up to 15:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.
Opening of Technical Bid	On 26th September 2025 at 17:00 Hrs. at GMDC office
Opening of Price Bid	To be indicated later after completion of Technical Evaluation
Signing of Agreement	Within 30 days from the date of issuance of LOA.
General and Important Terms and Conditions	<p>GMDC reserves absolute right/discretion to accept and/or reject any or all the Bids received or invite fresh bid at any stage.</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.</p>

Event Description	Date, Time and Address
	<p>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 on https://gmdctender.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>

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

2. GENERAL

2.1 Bid Validity

- a. Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the **“Bid Validity Period”**). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- b. In exceptional circumstances, prior to the expiry of the original Bid Validity Period, the 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 V in all respects.

2.2 Numbers of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or

participates in more than one Bid, such Bids shall be disqualified.

2.3 Governing Law and Jurisdiction

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

2.4 Authority's Right to Accept and Reject any Bids or all Bids

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

2.5 Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with

RFP Fees and super scribing "Earnest Money Deposit and RFP Fees". An Earnest Money Deposit of amount **INR 5 lakh (INR Five Lakh only)** shall be provided in favor of "**Gujarat Mineral Development Corporation Ltd**", in any one of the following forms/formats. The List of Approved Banks is provided in Annexure 13.

- i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank by the Government of Gujarat from time to time (except Cooperative Banks) to Authority as per the Annexure 13 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 (Annexure 12). 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 of RFP SECTION V. 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. MICR Code: 380229002.
- b) Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of bid to this RFP.**
- c) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
 - d) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
 - e) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
 - f) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
 - g) GMDC shall be entitled to forfeit and appropriate the Bid Security as liquidated 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

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

account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION V;
- 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/corrigendum issued in accordance with Clause 3.4 of this section.

Notice Inviting Tender

- SECTION I: Background
- SECTION II: Scope of Work
- SECTION III: Technical Specifications
- SECTION VI: Service Levels
- SECTION V: Instruction to Bidders (ITB)
- SECTION VI: Payment Terms
- SECTION VII: Contract Terms & Conditions
- SECTION VIII: Annexure

3.2 Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6 of Section V. The Bidders should send in their queries on or before the date mentioned in clause 1.6 of Section V 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 endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.

- b) GMDC 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 1.6 of Section V. Bidders shall bear their own cost of attending any pre-bid meeting.
- b) During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, 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 (i.e. <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com> if required in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid meeting.

3.4 Amendment of Bidding Documents

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

4. PREPARATION AND SUBMISSION OF BIDS

4.1 Language of Bid

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

4.2 Bid Currency

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

4.3 Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid shall be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
 - (1) by a duly authorized person holding a Power of Attorney, in case the Bidder is a Limited Company, a Limited Liability Partnership (LLP), or a Proprietorship concern.
- c) In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, a Board Resolution authorizing the individual to sign the bid documents on behalf of the company shall be submitted. If the bid is not signed by the person directly authorized through the Board Resolution, a Power of Attorney in favour of the signatory, executed by the authorized person, shall also be submitted along with 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 of Section V and RFP Fees as specified in clause 1.5 of Section V shall be sealed in an envelope on which the following shall be superscribed:

"RFP for Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat - 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	Bidder's Organization details: Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.
3.	3	Statutory Auditor/Registered Chartered accountants statement specifying audited Turnover for last three Years as per clause 5.1 of Section V Audited Financial statements for last three years as per clause 5.1 of Section V
4.	4	No Blacklisting certificate on Stamp Paper
5.	5	Work Experience details
6.	6	Proveness of offered WDXRF System
7.	7	Manufacturer's Authorization Form (MAF)
8.	8	Undertaking for information and document provided are true.
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/company), as applicable.
10.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
11.		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 one 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 Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat - Technical Bid”

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

“RFP for Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat– Bid submission”.

Addressed to:

General Manager (Limestone),

Gujarat Mineral Development Corp.

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

- c) **Financial Bid/ Price Bid (Online)** to be filled up at designated places **only on** <https://gmdctender.nprocure.com> as per the format provided in the Annexure 10.
- d) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.6 of Section V.

4.5 Bid Due Date

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6 of this Section.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/Corrigendum 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/Corrigendum on Authority website of GMDC <https://www.gmdcltd.com> and/or <https://gmdctender.nprocure.com>.

4.6 Late Submission

- a) Physical submissions for Technical Bid, EMD and 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/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e-tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nprocure. The contact details of (n)Procure are as follows:
(n)Code Solutions (A Division of GNFC Ltd.)
403, GNFC Info tower, Bodakdev,
Ahmedabad - 380054. India
Sales : 079- 4000 7323

Support : 079- 4000 7300

Email : nprocure@ncode.in

4.7 Modification and Withdrawal of Bids

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

5. BID EVALUATION CRITERIA

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

5.1 Qualification Criteria

A Bidder shall meet Qualification Criteria as specified hereunder in order to qualify for next stage of Price Bid evaluation.

- a) The Bidder shall be a legally registered entity under the applicable laws of India and shall have been in existence and operational in India for a minimum period of five (5) years as on the bid submission date.
- b) The Bidder shall be either the OEM of the WDXRF system or a legally incorporated Indian entity that is a wholly owned subsidiary or directly established branch office of the OEM in India. The Bidder shall be required to submit a valid Manufacturing License or Certificate issued in the name of the OEM, as evidence of manufacturing capability. In the case of an Indian subsidiary bidding on behalf of the OEM, an authorization letter from the OEM confirming the bidder's status as its Indian arm shall also be submitted along with the OEM's Manufacturing License/Certificate. Dealers and Distributors of the OEM are not qualified to Bid.
- c) The Average audited annual Turnover of the Bidder for last three financial years should be Rs 3 crore (i.e. Financial Year 2022-23, 2023-24, 2024-25).

The Bidders shall be required to submit Auditor/ CA certificate and financial statements for last three years. (i.e. Financial Year 2022-23, 2023-24, 2024-25).

- d) During last 5 years, the Bidder or its OEM should have supplied at least 3 number of WDXRF System in India.

The Bidder shall have to submit supply order from the client as evidence. **(Annexure-5)**

- e) The Bidder should offer proven equipment/ WDXRF System to GMDC under this RFP. The

equipment / WDXRF System shall be considered proven provided meeting the following criteria. **(as per Annexure-6)**

(i) the offered model shall have been supplied by the bidder/OEM/OEM's representatives in mining industry and/or to the other industries (Private or Government/Public sector Undertaking) in India.

(ii) In support of provenness, bidder has to submit the following: Self attested copy of supply order received in the past for the offered model & its satisfactory installation and commissioning certificate for 3 clients along with test report issued by the user against the supply order.

f) OEM/Bidder should provide Manufacturing Authorization Form (MAF) as per the Annexure 7.

g) The Bidder shall have after sales support network/offices in India.

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

(i) Taking credit from Associate (i.e. subsidiary/parent/sister concern firm) for meeting the Pre – Qualification Criteria and Technical Qualification Criteria is permitted.

(ii) In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for being considered for determination of compliance/meeting requirement with regards to the Pre- Qualification and Technical Score Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.

a) The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it.

b) Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary.

c) Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern. If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake.

d) If the Bidder is a proprietorship firm, then it may can credit from Parent /Subsidiary/ Sister concerns provided Proprietor hold more than 50% shareholding or profit sharing in its Parent /Subsidiary/ Sister concerns firms.

e) If bidding firm is a partnership firm, then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm).

(iii) Any claims of credit from Parent/Subsidiary/Sister Concern firm shall be accompanied by

a certificate by a registered chartered accountant clearly explaining how the Parent/Subsidiary/Sister Concern firm meets the above definition of the Parent/Subsidiary/Sister Concern firm.

5.2 Evaluation of Price Bid

- a) The Price Bid of only Qualified Bidder passing the Responsiveness Test specified in clause 6.2 (a) and meeting the Qualification Criteria specified in Clause 5.1 shall be opened. The Price Bid opening process is specified in clause 6.2.
- b) Bidders are required to quote price for Supply, Installation, Commissioning, Training, Warranty of WDXRF System as well as Service Charges for Annual Maintenance Contract in two separate formats as specified **Annexure 10** of this RFP.

1. Prices for Supply, Installation and Commissioning of WDXRF system (Capital Items) (Part A)

The price for above shall be inclusive of Warranty Period of minimum one (1) year, desirable two (2) years and inclusive of all taxes. Taxes shall be specified separately. Rates with quoted Applicable Tax rate shall be taken into account for evaluation.

2. Annual Service Charges for Annual Maintenance Contract (AMC) of WDXRF System for five years from the end of Warranty Period. (Part B)

a) It is to be noted that Bidders are required to quote rates for AMC Charges from commencement of first year of the AMC (Refer **Annexure -10**) on annual basis, i.e. during each of year of AMC from Year 1 to Year 5 of the AMC Period.

b) The Prices for the Annual Service charges for AMC shall be exclusive of GST but inclusive of any other Applicable Taxes. However Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC. AMC Charges exclusive of GST shall be taken into account for evaluation. Payment shall be made based on detailed payment terms specified in this RFP.

c) The Authority shall determine the responsiveness of Price Bid of Bidder in relation to the Market rates, Authority's Internal Estimate, Good Industry Practice or inter-se allocation of costs between different heads. In case the bid is found to be seriously imbalanced, inconsistent or far variant in above respects, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid from all Bidders to justify and demonstrate the basis of their quoted rates. In case of the Price Bid of the Bidder, which is unrealistically lower or higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive. Authority also retains the right to suggest rebalancing between different costs heads to balance out any front-ending of costs. Authority also retains the right to cancel the

bid and order re-bidding in the event of high costs in relation to above.

d) For the purpose of financial evaluation, the combined price quoted for Part A and Part B in the Price Bid Format (Annexure-10) shall be considered. The Bidder quoting the lowest combined total for Part A and Part B shall be declared as the L1 or Preferred Bidder.

6. EVALUATION PROCESS

6.1 Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 of Section V.
- (ii) The Bidder's name, 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 5.1 of Section V.

6.2 Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 5.1 of Section V** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

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

- 1) Prior to evaluation of Technical Bids (i.e., Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) The Technical Bid is submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
 - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of Section V respectively.
 - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
 - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
 - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP).
 - (vi) It does not contain any conditionality; and

- (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
 - 3) Evaluation of Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids are determined to be responsive.
 - 4) Technical evaluation will be conducted on a **compliance/non-compliance (pass/fail) basis**. Only those bids that fully meet all the required technical specifications and service parameters shall be considered technically responsive and shall qualify for financial evaluation.

b) Assessment of Qualification Criteria

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

6.3 Opening of Financial Bid

- (i) The Financial Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdctender.nprocure.com> as per the indicative format specified in Annexure 10 to this RFP.
- (ii) The Price Bids of the Bidders determined to be Responsive and meeting the Qualification Criteria in accordance with Clause 5.1 of Section V shall be opened.
- (iii) The time and date of opening of Financial Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 in advance.
- (iv) GMDC shall evaluate the Price Bid in accordance with the provision set forth in clause 5.2 of Section V.

6.4 Determination of Lowest Price Bidder

- (i) A Ranked list of bidders based on their Price in ascending order shall be prepared.
- (ii) The Bidder determining the Lowest (L1) as per the clause 5.2 shall be generally declared as Preferred Bidder (the "Preferred Bidder") and considered for award after following the due process including negotiation.

6.5 Clarification of Bids and Request for additional/missing information

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

process at the total risk and cost of the Bidder.

6.6 Verification and Disqualification

(i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.

(ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:

- at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- Bidder is blacklisted/barred by any Government Agency.
- In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8 of section V.
- In case the Bidder has Conflict of Interest as per clause 9 of Section V.
- 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.
- c) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material

misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier 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 Supplier, as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Supplier. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, GMDC and/ or their consultants/ employees/representatives on matters related to the Bids under consideration.

6.8 Correspondence with Bidder

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

6.9 Confidentiality

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

6.10 GMDC's Right to Accept or Reject

GMDC reserves the right to reject any or all bids, or annul the bidding process at any stage, without incurring any liability and without assigning any reason thereof.

7. SELECTION OF SUPPLIER 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 Bidder through letter that his/their Bid has/have been accepted (the "Successful Bidder"). 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").
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section VII of this RFP.
- (iii) For the execution of the Contract, the Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 100 denominations can be used), at Ahmedabad in accordance with applicable law and submit the same to GMDC. The Successful Bidder is required to collect the Contract Copy (two copies) from GMDC office and submit the duly stamped and executed Contract copies to GMDC 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 "Supplier".

7.3 Performance Security

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 11) as below (the "Performance Security").

- a) The Performance Security for Supply, Installation, Commissioning, Training, Warranty of WDXRF shall be for an amount equivalent to 10% of the total Supply, Installation, and Commissioning Price (Capital Items) and shall remain valid for the entire duration of the Warranty Period plus an additional six (6) months. The Successful Bidder shall submit this Performance Security within 20 days from the LOA.
 - b) The Performance Security for Annual Maintenance Contract for 5 years shall be for an amount equivalent to 10% of cumulative AMC charges for all 5 years and shall be submitted within 20 days from the LOA. The Performance Security shall remain valid for the entire AMC Period of five years plus an additional one (1) year.
- (ii) Above performance Security shall be submitted in favor of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank to Authority/ GMDC. The Performance Security shall be submitted in the form of BG/ DD/RTGS.
- (iii) In case Contract Period is extended then the Supplier shall have to renew Performance Security for a period of extended Contract Period.
- (iv) If the Successful Bidder fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.
- (v) 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 Supplier including but not limited to liquidated Damages; and which the Supplier has failed to pay in relation thereof; and
 - b) in relation to Supplier's breach in accordance with the terms contained in the Agreement.
- (vi) 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 Supplier shall within 15 (fifteen) days of such encashment either replenish, or provide fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (vii) At the expiry of validity of the Performance Security, the Performance Security shall be returned to the Supplier without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

7.4 Commencement of Services/Signing of Agreement

If the Supplier fails to either sign the Agreement as specified in Clause 7.2 of this section or commence the services as specified in the RFP, in such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

7.5 Proprietary Data

Subject to the provisions of Clause 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder/Supplier 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 Supplier to GMDC in relation to the Project pursuant to the Scope of Work shall be the property of GMDC.

7.6 Tax Liability

- (i) The rates quoted in Price Bid Annexure 10 for Capital Items (Part A) shall be inclusive of all taxes, duties, surcharge levies, custom duties, GST etc. as applicable ("Price Quote"). The rates quoted for AMC charges (Part B) shall be inclusive of all taxes except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

8. FRAUD AND CORRUPT PRACTICES

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

or

- E. such Bidders has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Supplier will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the Supplier shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever other than as per provisions laid out in this Agreement.
- e) The Supplier 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 VI: PRICES AND PAYMENT TERMS

1. Prices and Payment Terms for Supply, Installation and Commissioning of WDXRF System (Capital Items)

1.1. Prices for Supply, Installation, Commissioning, and training of WDXRF System (Capital Items)

a) Authority will pay the prices to the Supplier for the Supply, Installation, commissioning, and training of WDXRF System at agreed price specified hereunder.

Sr. No.	Item	Unit (A)	Quantities (B)	Base Rate (Rs/ Unit) (C)	Applicable Taxes (D)	Total Quote in INR [E = B X (C+D)]
1.	Supply, Installation and Commissioning, training of WDXRF System along with all accessories.	No.	1			
Total Price (INR)						

b) The prices of Supply, Installation, Commissioning and training of WDXRF System shall be inclusive of all taxes, duties and GST.

c) The price specified in table hereinabove specified in subclause a) above shall be inclusive of Warranty Period and inclusive of all taxes. The taxes shall be specified separately. Rates with quoted Applicable Tax rate shall be taken into account for evaluation.

1.2. Payment Terms for Supply, Installation, Commissioning, and training of WDXRF System (Capital Items)

a) Authority/ GMDC shall make payment for capital items as per the provisions specified below.

Milestone	Payment Amount	Timeline for processing invoice	Submission and Approval required for the Payment
Delivery of WDXRF System along with all accessories at the Site	70% of Value of equipment and accessories	Within 30 days from the receipt of Invoice	<ul style="list-style-type: none"> Invoice. Delivery challan and equipment acceptance at Site by

			appropriate authority at Site.
Successful Installation, Commissioning and training	30% of Value of equipment and accessories	Within 30 days from the receipt of Invoice	<ul style="list-style-type: none"> • Invoice. • Successful Installation and commissioning approved by appropriate authority at Site.

- b) The Supplier shall submit invoices upon achieving corresponding milestones herein above. Authority shall make payment within 30 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any liquidated damages pursuant to SLAs and contract conditions.
- c) The Prices mentioned in the clause 1.1 a) in this section are inclusive of all applicable taxes including custom duty, GST etc as on the date of submission of the Bid. The taxes shall remain fixed during irrespective of any changes in taxes.
- d) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

2. Prices and Payment Terms for Annual Maintenance Contract of WDXRF System

- a) Authority hereby covenants to pay the Prices to the Supplier for the Annual Maintenance Contract of WDXRF System at agreed price specified hereunder.

Sr. No.	Item	Annual Maintenance Charges (AMC Charges) (in INR)				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	AMC for WDXRF System and related accessories at GMDC's Lakhpat Punrajpur Mines, Kutch, Gujarat					

- b) The prices of AMC charges shall be exclusive of GST but inclusive of any other Applicable Taxes. Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC. AMC Charges exclusive of GST shall be taken into account for evaluation.
- c) The Prices for AMC are inclusive of all scope items related to AMC specified in Section II.
- d) The Payment for the AMC shall start after the end of each Year during the Maintenance Period. The Maintenance Period shall start from the end of Warranty Period. The Warranty Period shall start from the date of issuance of Installation and Commissioning Certificate.
- e) The Supplier shall submit invoice at the end of each year during the Maintenance Period.
- f) All payments shall be made by the Authority/ GMDC to the Supplier within 30 days from receipt of the invoice after making (i) any tax deductions at source as applicable under Income Tax law governing in India and (ii) deduction pertaining to SLAs.

SECTION VII: CONTRACT TERMS AND CONDITIONS

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

BETWEEN

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

AND

_____, (i.e. Name of the Supplier) having its registered office at _____, hereunder referred to as the “**Supplier**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

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

WHEREAS

- A. GMDC vide its Request for Proposal no.____, dated ____ (herein after referred to as RFP”) invited Bids from competent parties through transparent and competitive bidding process for “**RFP for Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat** ” as per the terms specified in RFP and this Agreement (hereinafter called the “**Project**”);
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Supplier dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum/Corrigendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. _____ dated _____ accepting the particular Bid Proposal.
- C. The Supplier has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint the **Supplier for Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat** 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 Supplier) hereto **hereby agree as follows:**

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

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
2. Letter of Award no. _____, dated _____ issued by GMDC
3. Letter of Acceptance (LOA) no. _____ dated _____ by the Supplier.
4. Performance Security as per _____
5. Scope of Work provided in RFP SECTION II (which shall be placed as Schedule I in the contract when it is executed).
6. Technical Specifications provided in Section III (which shall be placed as Schedule II in the contract when it is executed).
7. Payment Terms provided in RFP SECTION VI (which shall be placed as Schedule III in the contract when it is executed).
8. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

1. GENERAL

1.1. Definition and Interpretation

- 1.1. In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:
 - a. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;
 - b. **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorizations, licenses, exemptions, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the

- operation and maintenance of WDXRF system including all the related accessories during the subsistence of this Agreement.
- c. **"Authority"** or **"GMDC"** means the Gujarat Mineral Development Corporation Limited [including without limitation its authorized representatives];
 - d. **"Supplier"** means firm/entity selected for supply, installation, commissioning, training, warranty and thereafter subsequent Annual Maintenance for WDXRF System at the Site.
 - e. **"Contract/Agreement"** means the Contract signed by the Parties and all the attached documents listed in the Annexures/schedules.
 - f. **"Contract Period"/" Agreement Period"** shall have a meaning specified in clause 2.8 of this Contract.
 - g. **"Day"** means calendar day.
 - h. **"Dispute"** shall have a meaning specified in clause 10.1 of this Contract.
 - i. **"Effective Date"** shall have meaning specified in clause 2.1 of this Contract.
 - j. **"Force Majeure"** shall have a meaning specified in clause 4 of this Contract.
 - k. **"Good Industry Practices"** shall mean such relevant standards with respect to the industry as are considered to be standard either through their publication or expression by a recognized central industry body or association of that industry or Government or if such are not published then those which are accepted as standard through popular practice.
 - l. **"Insurance"** shall have a meaning specified in clause 3.13 of this Contract.
 - m. **"INR"** means Indian Rupees.
 - n. **"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.
 - o. **"Party"** means the "Authority" or the Supplier, as the case may be, and **"Parties"** means both of them.
 - p. **"Performance Security"** shall have a meaning specified in clause 8.1 of this Contract.
 - q. **"Personnel"** means professionals and support staff provided by the Supplier and assigned to perform the Services or any part thereof.
 - r. **"Project"** shall mean Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat by the Supplier.
 - s. **"Site"** shall mean GMDC's limestone mines at Lakhpat Punrajpur Mines, Kutch District.
 - t. **"Scope of Work (SOW)/Scope of Services"** means the work to be performed by the Supplier pursuant to this Contract and as described in RFP SECTION II.
 - u. **"Third Party"** means any person or entity other than the "Authority" and the Supplier.
 - v. **"Device/ WDXRF System/Equipment"** means Wavelength Dispersive X-Ray Fluorescence (WDXRF) System along with related accessories as defined in Scope of Work and Technical Specification section.
 - w. **"Warranty Period"** shall mean the period commencing from the Zero date after Installation and Commissioning of WDXRF at GMDC Site, during which the Supplier shall be responsible for ensuring the uninterrupted functioning and performance of the WDXRF System as per the agreed specifications, without any additional cost to GMDC.

- x. **“Year”** means a period of 365 days from the defined Zero date.
- y. **“Zero date”** means the date of start of the respective activities duly informed and recorded by GMDC.

1.2. Principles of Interpretation

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

1.3. Relationship between Parties

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

1.4. Rights and Obligations

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

- a) the Supplier shall carry out the Services and supply the Device/ WDXRF System in accordance with the provisions of the Agreement; and
- b) GMDC shall make payments to the Supplier in accordance with the provisions of the Agreement.

1.5. Governing Law and Jurisdiction

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

1.6. Language

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

1.7. Table of Content and Heading

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

1.8. Notices

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

If to Authority.

General Manager (Limestone)

Email: assharma@gmdcltd.co.in

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

Land Lines : 079-27912747

Board Lines : 079-27913501, 079-27913200

If to Supplier.

1.9. Location

The product shall be supplied, and the associated services hence be performed at GMDC's Lakhpat Punrajpur Mines, Kutch District Project site and at any location incidental to fulfil the scope.

1.10. Authorized Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Supplier may be taken or executed by the officials specified hereunder. GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be General Manager (Limestone)

- b) The Supplier may designate one of its employees as Supplier's Representative. Unless otherwise notified, the Supplier's Representative shall be: _____

2. GENERAL TERMS

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date this Agreement is signed between the Authority and Supplier of this Agreement (the "Effective Date").

2.2. Use of the Project Site

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

2.3. Rights and Title over the Project Site

The Authority shall remain the sole owner of the Project. The Supplier hereby assures and undertakes that:

- a) It shall have rights to use the Project Site only for the purpose of Supply, Installation, Commissioning and Maintenance during the Contract Period and in accordance with the provisions of this Agreement.
- b) The rights are being granted to the Supplier purely for the specific purpose of supply of Device, services during Warranty Period. The property shall remain a property fully controllable by the Authority. Under no circumstances shall this Agreement create any interest of the Supplier in the property of any nature analogous to lease, ownership, partial or full title.

2.4. Ownership of WDXRF System

- a) The ownership of all Hardware, equipments and goods forming part of the WDXRF System shall be transferred to the Authority at the time of delivery and installation or otherwise under terms that may be mutually agreed upon by the Parties.
- b) In cases where the customized software is developed and installed exclusively for the Authority, the ownership of all such shall rest exclusively with Authority upon delivery and installation.
- c) The Software Licenses and Licenses for other proprietary, all third-party software license and standard Hardware shall be transferred to the Authority upon delivery and installation. All such Software Licenses shall be taken in the name of Authority.

- d) The License Period of proprietary software of the Supplier shall be similar to the Contract Period.
- e) Authority shall remain sole owner of the data generated all times during the Contract period. The Supplier shall not have any claim on and for such data and shall not for any reason withhold such data from Authority.
- f) Supplier shall not share, sell or in any manner use the data created out of this Project.

2.5. Existing Structure and Surroundings of the Project Site

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

2.6. Entire Agreement

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

2.7. Modification of Agreement

- a) Modification of the terms and conditions of this Agreement, including any modification of the scope of the supply and services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.
- b) Without Prejudice to the provision stated in subclause a) hereinabove, Managing Director, GMDC shall have rights to take suitable decision and action in case of requirement to amend/ alter the Agreement conditions/ scope of the supply and services/ extension of the Contract Period/ allotment of additional quantities of work/ fees etc., if necessary, after considering the conditions prevailing at that time.
- c) For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or increase and/or reduce the contract services or supply at any time without giving any notice or reason to the supplier and without incurring any responsibility. For such cases, the supplier shall

have to take away his staff and shall leave the site at once or shall have to carry out the instructions of the GMDC.

2.8. Agreement Period / Contract Period

- a) Unless terminated earlier pursuant to Clauses 4.5 or 9.2 hereof, this Agreement shall, unless extended by the Parties by mutual consent, the Agreement shall remain in force for a period of ___ years from the Effective Date (the “**Contract Period**”). Upon Termination, GMDC shall make payments of all amounts due to the supplier hereunder for which the services were delivered.

3. OBLIGATIONS OF THE SUPPLIER

3.1. Scope of Work

The Scope of Work to be performed by the Supplier is specified in the RFP SECTION II. The technical specifications of the WDXRF System are specified in RFP SECTION III. The Supplier shall be required to execute the Scope of Work professionally and diligently and in adherence to the timelines specified therein.

3.2. Standard of Performance

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

3.3. Responsibilities during Supply, Installation, Commissioning and training

- a) The Supplier shall adhere to the time schedule specified in clause 2 of Section II of the RFP for the timely installation and commissioning.
- b) In case the Supplier fails to adhere to the timeline for the entire supply, installation, commissioning and training of the WDXRF System, unless such failure is due to Force Majeure or due to Authority’s defaults or reasons not attributable to the Supplier, in such case the Authority shall recover damages as specified in this RFP.
- c) The supplier shall ensure full support and operation of the software required to operate the WDXRF System.

3.4 Responsibilities during the Warranty Period

- a) The Supplier shall undertake Scope specified in Section II of the RFP pertaining to Warranty Period diligently and with utmost care.
- b) The supplier shall ensure at least 99% Availability of WDXRF during Warranty Period.
- c) The Supplier shall adhere to the Service Levels specified in clause 2 of Section IV, failing which the damages for the nonperformance specified therein shall apply.

3.5 Responsibilities Pertaining to the Software

- a) The Supplier shall ensure the continuous functionality and support of the software necessary for the operation of the WDXRF System throughout the Term of the Agreement/ Contract Period.
- b) This includes, but is not limited to, providing updates, patches, bug fixes, and technical assistance to address any issues or concerns related to the software's performance or compatibility with the Device/ WDXRF System.
- c) The Supplier shall promptly notify the Authority of any planned maintenance or upgrades that may temporarily affect the availability or performance of the software and shall make reasonable efforts to minimize any disruption to the Authority's operations during such periods.

3.6 Applicable Laws

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

3.7 Conflict of Interest

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

3.8 Suppliers not to Benefit from Commission, Discounts etc.

The remuneration of the Suppliers pursuant to Payment Terms specified in RFP SECTION VI hereof shall constitute the Supplier's remuneration in connection with this Contract or the supply and services and, the Supplier shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the supply and services or in the discharge of their obligations hereunder, and the Supplier shall use their best efforts to ensure that any Personnel and agents of them, similarly shall not receive any such additional remuneration.

3.9 Suppliers and Affiliates not to engage in Certain Activities

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

3.10 Confidentiality

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

3.11 Reporting Obligations

The Supplier shall submit to GMDC the documents, log sheets, reports, etc. as mutually agreed time to time and within the time periods set forth. Additionally, the Supplier shall also submit monthly, quarterly and annual reports about performance of WDXRF System.

3.12 Obligations pertaining to Technical Specifications

The Supplier shall adhere to the technical specification criteria stated in RFP Section III.

3.13 Insurance to be taken out by the Supplier.

(i) The Supplier shall procure and maintain, at its own cost, all time during the subsistence of contract, below mentioned insurance.

- (a) Workman Compensation Act Policy
- (b) Group Personal Accident Policy
- (c) Comprehensive Motor/ other moving equipment Policy; And
- (d) Group Mediclaim Policy
- (e) Third Party Liability;
- (f) Any Other policy which the Supplier may find fit for indemnifying the asset of the Owner

(ii) Application of Insurance Proceeds: All money received under insurance policies shall be promptly applied by the Supplier towards the cure of breach of its obligations stated in this Agreement.

(iii) Validity of the Insurance Cover

The Supplier shall pay the premium payable on such insurance policy/ policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for each year/ policy period. If at any time the Supplier fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, the Authority may at its option

purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Supplier forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

- (iv) The Supplier shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including specialists deployed by the Supplier as well as assets deployed to perform its scope of work specified under this Contract.
- (v) 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 Supplier or its specialists associated with the Supplier for the purposes of the Services, nor for any member of any such person.

3.14 Indemnity

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

3.15 Safety Obligations

- (i) The Supplier will be required to maintain and carry out practices for Environment, Health and Safety (EHS) as per Good Industry Practices.
- (ii) During the course of this Agreement, the Supplier shall satisfy all safety requirements as per the statutory requirements and Good Industry Practice. The Supplier shall also

ensure that safety requirements are followed without any deviations throughout the Contract Period at its own cost.

- (iii) The Supplier shall be responsible for the safety of its staff deployed and it shall bear all financial, and legal liabilities associated with any safety incident.
- (iv) The Supplier shall take the highest precautions for the safety and security of its staff while carrying out its responsibilities.
- (v) The Supplier shall bear complete responsibility for the safety and security of the Project/ staff employed throughout the Contract Period.
- (vi) All costs and expenses arising out of or relating to meeting the Safety requirements or for making any corrections in the Project Site for safety purposes shall be borne by the Supplier.
- (vii) Supplier shall not tamper with Authority's or other Contractors' equipment.

3.16 Accounting, Inspection and Auditing

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

4 FORCE MAJEURE

4.1 Force Majeure Event

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

- i. It is beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;
- ii. The Affected Party could not have prevented or reasonably overcome the event or circumstance with the exercise of Good Industry Practices or reasonable skill and care.
- iii. It does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and

- iv. Any consequences of which, prevent, hinder or delay in whole or in Part the performance by such Party of its obligations under this Agreement.

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

- a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Site for a period exceeding a continuous period of 10 (Ten) days in an accounting year.
- b) Strikes, go-slows and/ or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political and other than those involving the Supplier or their respective employees/representatives or attributable to any act or omission of any of them.
- c) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- d) Epidemic or plague or pandemic within India;
- e) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Site.
- f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Supplier in any proceedings for reasons other than failure of the Supplier to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the Authority;
- g) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Supplier or any of the Contractors to perform their respective obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the Supplier's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.
- h) Any event or circumstances of a nature analogous to any events set forth above.

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

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

4.2 Procedure in case of Force Majeure Event

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

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

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

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

4.3 Consequences of Force Majeure Event

- (i) Provided it complies with Clause 4.2, if the Affected Party is rendered unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations as per Clause 4.6 to the extent it is unable to perform the same on account of such Force Majeure Event.
- (ii) In the event the Affected Party is the Supplier and is unable to perform the entire scope of work as stipulated in this Agreement, the Contract timelines shall be extended suitably by the period for which the entire operations for the Project have been suspended due to the said Force Majeure Event.
- (iii) During the period of its inability to perform the Services as a result of an event of Force Majeure, the Supplier shall be entitled to be reimbursed for payment due up to the Services Delivered as per Scope of Work completed as provided in RFP Section VI.

- (iv) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with this Agreement.

4.4 Mitigation and Consultation

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

4.5 Termination

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

In case Termination occurs prior to Supply, Installation and Commissioning, in such case Supplier shall retain the possession of WDXRF System and the Authority shall return the Performance Security.

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

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

Event to the other Party to the extent it is unable to perform on account of such Force Majeure Event provided that:

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

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

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

5 SUSPENSION OF AGREEMENT

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

6 OBLIGATIONS OF GMDC

6.1 Assistance in clearance

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

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

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

6.2 Payment

In consideration of the supply and services performed by the Supplier under this Agreement, GMDC shall make to the Supplier such payments and in such manner as is provided in RFP Section – VI.

6.3 Documents and Other Support

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

7 PAYMENT TO THE SUPPLIER

Authority shall make payment to Supplier as per the terms specified in SECTION VI of RFP.

8 LIQUIDATED DAMAGES AND PENALTY

8.1 Performance Security

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 11) as below (the “Performance Security”).
 - a) The Performance Security of amount equivalent to 10% of Supply, installation and commissioning Prices (Part A of Price Bid) and valid for the entire Warranty Period plus additional 6 months. The Successful Bidder shall submit this Performance Security within 20 days from the LOA.
- (ii) Above performance Security shall be submitted in favor of Gujarat Mineral Development Corporation Ltd and admissible and payable at Ahmedabad branch from Approved Bank to Authority/ GMDC. The Performance Security shall be submitted in the form of BG/ DD/RTGS
- (iii) In case Contract Period is extended then the Supplier shall have to renew Performance Security for a period of extended Contract Period.
- (iv) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:

- a) in the event GMDC requires to recover any sum due and payable to it by the Supplier including but not limited to Damages; and which the Supplier has failed to pay in relation thereof; and
- b) in relation to Supplier's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Warranty Period, if the Performance Security is either partially or fully encashed by GMDC in accordance with the provision of the Agreement, the Supplier shall, within 15 (fifteen) days of such encashment, either replenish the encashed amount, or furnish a fresh performance security of equivalent value, as applicable. Failure to do so shall entitle GMDC to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Supplier 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.

8.2 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 Supplier in the event of breach of this Agreement or for recovery of liquidated damages/ damages or penalties specified in Section IV of RFP and provisions of Clause 9.2 of this Agreement.

8.3 Liquidated Damages

- (a) In case of delay solely attributable to the Supplier in Supply, Installation and Commissioning then liquidated damages as specified in clause 1 of Section IV shall be applicable.
- (b) In case of deviation in Availability and Performance of the WDXRF during the Warranty Period (as mentioned in Clause 2 of Section IV) then Liquidated Damages as specified in clause 2 of Section IV shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Supplier, a suitable extension of time shall be granted, and no LDs shall be applied.

8.4 Penalty for Deficiency in Services

- (a) In addition to the liquidated damages not amounting to penalty, warning may be issued to the Supplier for minor deficiencies on its part.
- (b) GMDC shall have the right to claim liquidated damages as per the Service Level Agreements specified in section IV of the RFP.
- (c) 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 the Authority may initiate penal actions as

permitted under law including but not limited to encashment of Bank Guarantee in lieu of Performance Security.

9 EVENT OF DEFAULT AND TERMINATION

9.1 Event of Default

Event of Default means the Supplier Event of Default or the Authority Event of Default or both as the context may admit or require (the "Event of Default").

a) Supplier Event of Default

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

- (1) If the Supplier does not fulfil the scope of work within the period specified in the RFP and Liquidated Damages thereof exceed 10% of the Contract Value.
- (2) Any representation made or warranties given by the Supplier under this Agreement is found to be false or misleading.
- (3) the Supplier becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (4) If the Supplier fails to furnish Performance Security as per the terms of the agreement.
- (5) the Supplier fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 5, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- (6) Supplier is in material breach of its obligations stated in this Agreement.
- (7) Supplier repeatedly fails to fulfil its obligations.
- (8) The Performance Security has been encashed and appropriated in accordance with the RFP conditions and the Supplier fails to replenish or provide Fresh Performance Security within 30 (Thirty) days.
- (9) Supplier submits to the Authority any statement which is false in material particulars, and which has a material effect on the Authority's right, obligations or interests.
- (10) A resolution is passed by the shareholders of the Supplier for the voluntary winding up of the Supplier company.
- (11) If there is a defect/ deviation from the terms of this Agreement and the Supplier fails to correct it within a reasonable time provided by the Authority as per the terms of the agreement.
- (12) Any petition for winding up of the Supplier is admitted by a court of competent jurisdiction or the Supplier is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Supplier are transferred to

the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Supplier under this Agreement and provided that:

- the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has credit worthiness at least as good as that of the Supplier as at Commencement Date; and
 - each of the Project Agreements remains in full force and effect.
- (13) The Supplier suspends the services at the Project without any prior written consent of Authority, provided that the Supplier shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or of Authority under the State Support Agreement.
- (14) The Supplier repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (15) The Supplier is otherwise in Material Breach of this Agreement or commits a default in complying with any other provision of this Agreement.
- (16) Repeatedly non-adherence to obligations stated in this Agreement
- (17) In case of repeated breach of Supplier's obligations specified elsewhere in this Agreement.
- (18) If the Supplier 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.
- (19) the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to provisions of this Agreement.
- (20) if the Supplier's staff is found to be involved in theft/ illegal activities and if such staff members are not replaced by the Supplier.

b) Authority Event of Default

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

- (1) Authority is in material breach of this Agreement and has failed to cure such breach within 30 (Thirty) days of receipt of notice in that behalf from the Supplier.
- (2) Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.

- (3) Authority has by an act of commission or created circumstances that have a material adverse effect on the performance of its obligations by the Supplier and has failed to cure the same within 30 (Thirty) days of notice thereof by the Supplier.
- (4) Any representation made or warranties given by the Authority under this Agreement is found to be false or misleading.

9.2 Termination due to Events of Default and Termination Payment

a) Termination for Supplier's Event of Default

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

Provided further, that-

- a) Upon Termination by Authority on account of occurrence of a Supplier Event of Default, no Termination Payment shall be due or payable to the Supplier. Further the Authority shall be entitled to encash and forfeit the Performance Guarantee.

b) Termination for Authority Event of Default

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

9.3 Rights of Authority on Termination

- (i) **Upon Termination of this Agreement for Supplier Event of Default**, Authority shall have the power and authority to:
 - 1) Retain possession and control of the WDXRF system along with all the accessories.
 - 2) Prohibit the Supplier and any person claiming through or under the Supplier from entering upon the project assets /dealing with or any part thereof;

- 3) Appoint another party or Supplier that may carry of the remaining obligations of the Supplier at the cost and expenses of the Supplier.
 - 4) Forfeit the Performance Security.
- (ii) **Upon Termination of this Agreement for Authority Event of Default**, Authority shall have the power and authority to:
- 1) Prohibit the Supplier and any person claiming through or under the Supplier from entering upon the assets /dealing with or any part thereof;
 - 2) Appoint another party or Supplier that may carry out the remaining obligations of the Supplier.
 - 3) GMDC shall make the payments to the Supplier as per the provision set forth in RFP Part VI hereof for Services performed prior to the date of termination.
 - 4) The authority shall return Performance Security.

9.4 Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 9.2 and 4.5 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 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

10 DISPUTE RESOLUTION

10.1 Amicable Solution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Scope of Work /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and Supplier in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to a committee of two senior executives of each GMDC and the Supplier, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as an adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert.
- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of

Notification of the Dispute. Reimbursable expenses pertaining to the Dispute Review Expert shall be divided equally between GMDC and the Supplier. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of the Dispute Review expert's written Decision as per the agreement. If neither party refers the dispute to Arbitration within the next 28 days, the decision of the Dispute Review Expert will be final and binding.

10.2 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 10.1 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.

10.3 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.

11 FAIRNESS AND GOOD FAITH

11.1 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.

11.2 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 11.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

12. MISCELLANEOUS

12.1 Assignment and Charges

- (a) Notwithstanding anything contained herein this Agreement, the Supplier shall not assign, in whole or in Part, any right or delegate any duty/ rights/ obligations under the Agreement to any third party.

12.2 Severability

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

12.3 Damage to the WDXRF System

- a) The WDXRF system delivered and installed by the Supplier shall be suitable for continuous operation under standard laboratory conditions, as applicable to mineral analysis facilities. All equipment and components shall be of robust design and construction, ensuring durability and consistent performance over the entire Contract Period. The Supplier shall remain liable for any equipment failure or malfunction arising due to manufacturing defects, latent faults, or material fatigue, provided such failure occurs within the warranty or maintenance period. It shall be the Supplier's obligation to ensure that the WDXRF system continues to perform in accordance with

the specifications defined in the RFP and that the agreed Service Levels are maintained throughout the Warranty and AMC period. All costs associated with repair, modification, software patching shall be borne exclusively by the Supplier during the Contract Period.

- b) Damages due to Vandalism, tampering of equipment by Authority staff or Authority appointed contractor's staff and damage due to accidents of any kind shall be the liability of the Authority. In such case, Authority shall request the Supplier to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by the Authority to the Supplier less of insurance proceeds.

12.4 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

SECTION VIII: ANNEXURES

Annexure 1: Letter of Bid Submission

{On Bidder's letterhead}

Dated:

To,

General Manager (Limestone),

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan,

132-Ring Road, Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

Subject: Submission of Bid in response to RFP for Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat

Dear Sir,

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

A. Physical submission of

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

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Organization details

1. [Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet above requirements, the Bidder may submit any of the following documentary evidence as applicable. Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]
2. Provide Contact Details of Authorized representatives of the Bidder.
3. In case the Bidder is the OEM, a valid Manufacturing License or Certificate issued in the name of the OEM shall be submitted along with the bid. In case the Bidder is an Indian entity that is a wholly owned subsidiary or legally incorporated Indian arm of the OEM, the Bidder shall submit an authorization letter from the OEM confirming its status and authority to bid on behalf of the OEM, along with a copy of the OEM's valid Manufacturing License or Certificate.

Annexure 3: Auditor's Certificate for Turnover for bidder

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

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. Following is the audited Turnover.

Year (FY)	Turnover (Rs. Crore)
2022-23	
2023-24	
2024-25	

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

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

Annexure 4: Declaration for Non-Blacklisting

<<To be printed on 300 Rs. Stamp paper and signed by Authorized signatory>>

Date: dd/mm/yyyy

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

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

Signature and Stamp of the Bidder

Annexure 5: Work Experience Details

Sr. No.	Client Name	Location of Supply	No of units Supplied	Year of Supply	Attachment (supply order)
1					
2					
3.					

Attach the copy of supply order

Signature and Stamp of the Bidder

Annexure 6: Provenness of offered WDXRF Spectrometer

The Bidder is required to submit these documents regarding the offered WDXRF Spectrometer:

- (i) Make and Model of offered WDXRF System
- (ii) Details/ Data sheets of the offered WDXRF System by comparing it with the minimum Technical Specifications provided in Section III of this RFP. The Bidder shall ensure strict compliance with all **essential components** specified in the technical specifications, which shall be treated as mandatory and non-negotiable requirements.
- (iii) The Bidder shall provide supporting documentation from the OEM confirming that the offered model is part of its ongoing commercial production portfolio.
- (iv) printed catalogue / depiction on company website of the WDXRF model.
- (v) The offered model should be latest and it should have been launched in the international market within 5 years from the date of offer. Documents regarding year of introduction/ launch of the offered WDXRF system in the international market to be submitted.
- (vi) The Bidder shall be solely responsible for the accuracy and completeness of all documents. Incomplete or incorrect documentation shall be rejected and shall be resubmitted at no additional cost.
- (vii) Also provide details of performance of offered WDXRF System (details of 3 clients in past 5 years)

Sr. No.	Client Name	Location of Supply	No of units Supplied	Year of Supply	Attachment for Provenness (supply order and its satisfactory installation/commissioning certificate with test report from the client)
1					
2					
3.					

Attach supply order and its satisfactory installation/commissioning certificate with test report from the client.

Signature and Stamp of the Bidder

Annexure 7: Manufacturing Authorization Form (MAF)

- (i) Provide the MAF, and Declaration specific to this tender along with the technical bid along with declaration from OEM stating that Products quoted are not end of life technology products and there will be spares availability, patches and service support for the quoted Product during the project/contract period and as mentioned in the RFP.
- (ii) Such MAF and Declaration should explicitly state the responsibility of the OEM comprising of Supply, Implementation and after sales services during the Contract Period. Further Performance Warranty Certificate shall also be provided from the OEM. The tenure of such arrangement should be coinciding with the Contract Period of this Project.
- (iii) Formal certificate issued by the OEM confirming that the WDXRF system supplied is an original, brand-new product manufactured by the OEM, and is compliant with the technical specifications outlined in this RFP. The certificate shall clearly state the model number, serial number, manufacturing date, and country of origin of the equipment.

Annexure 8: Undertaking

(Notarized and on stamp Paper of Rs 300)

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 9: Format of Power of Attorney for authorizing Bidder's Signatory

[To be provided by the Bidder]

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

WHEREAS in response to the RFP for _____ [Name of the Assignment] ("Project"), the Company/ firm is submitting Bid for the project and GMDC and is desirous of appointing an attorney for the purpose thereof.

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

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

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

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

To do all such acts, deeds and things in the name _____
and on behalf of the Company as necessary for the [name & designation of the
compliance of the requirements with any other person]
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]

Annexure 10: Price Bid Format

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

Subject: Submission of Bid in response to RFP for Supply, Installation, Commissioning, Training and Annual Maintenance of Wavelength Dispersive X-Ray Fluorescence (WDXRF) for GMDC’s Lakhpat Punrajpur Mines, Kutch, Gujarat

Part A. Supply, Installation, Commissioning, training of WDXRF System

Sr. No.	Item	Unit (A)	Quantities (B)	Base Rate (Rs/ Unit) (C)	Applicable Taxes (D)	Total Quote in INR (E) [E = B X (C+D)]
1	Supply, Installation, Commissioning, training of WDXRF System along with all required accessories.	No.	1			
Total (INR) [X]						

Notes :

- The prices of Supply, Installation and Commissioning of WDXRF System shall be inclusive of all taxes, duties and GST.
- The price specified in table hereinabove specified in subclause a) above shall be inclusive of Warranty Period and inclusive of all taxes. Rates with quoted Applicable Tax rate shall be taken into account for evaluation.
- GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- Payment shall be made as per the payment terms specified in this RFP Section VI.

Part B. Annual Maintenance Contract of WDXRF System

Sr. No.	Item	Annual Maintenance Contract (AMC Charges) * (in INR)					Total Y=A+B+C+D+E
		Year 1 (A)	Year 2 (B)	Year 3 (C)	Year 4 (D)	Year 5 (E)	

1	WDXRF System along with related accessories at GMDC's Lakhpat Punrajpur Mines, Kutch, Gujarat						
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* AMC Period shall start after the completion of Warranty period

Part C: Total of Part A and Part B

S. No.	Price for Supply, Installation, Commissioning, training of WDXRF System (X) (in INR)	Price for Annual Maintenance Contract of WDXRF System (Y) (in INR)	Total (Z) = X+Y (in INR)
1.			

Notes :

- a) For the purpose of financial evaluation, the amount mentioned in Z (X+Y) (i.e. price quoted for Supply, Installation, Commissioning, training of WDXRF System (X) and price quoted for Annual Maintenance Contract of WDXRF System for 5 years (Y) shall be considered. The Bidder quoting the lowest amount mentioned in Z shall be declared as the L1 or Preferred Bidder.
- b) The total cost quoted by the Bidder towards the Annual Maintenance Contract (AMC) for the WDXRF System (covering five years) shall not be less than 5% and shall not exceed 10% of the total quoted cost for WDXRF equipment including all required accessories, installation, commissioning, and training as submitted in the Price Bid. In case the quoted AMC cost exceeds this 10% threshold, such bid shall be deemed non-compliant and will be rejected during the financial evaluation stage without any further consideration. The Bidder shall distribute the AMC charges for the five (5) years in a uniform and reasonable manner. In case of any disproportionate or inconsistent distribution of AMC charges across the years, GMDC reserves the right to seek justification or clarification from the Bidder.
- c) The prices of AMC charges shall be exclusive of GST but inclusive of any other Applicable Taxes. However Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC. AMC Charges exclusive of GST shall be taken into account for evaluation.
- d) The Prices for AMC are inclusive of all scope items related to AMC specified in Section II.
- e) The Payment for the AMC shall made on annual basis as per the payment terms specified

in Section VI.

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

Each Bidder shall 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. ***Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.***

Annexure 11: Performance Bank Guarantee Format

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

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

Dear Sir,

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

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

THEREFORE, the Bank hereby agrees and affirms as follows:

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

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

Attention Mr. _____.

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

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

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

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

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

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

Dated this the Day of

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)
Stamp

Designation with Bank

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

Annexure 12: Format of Earnest Money deposit in the form of Bank Guarantee

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

..... (Name of the Bank)
Address.....Guarantee
No.....
A/C Messer's..... (Name of Bidder)
Date of Expiry..... Limit to liability (currency & amount).....
Invitation For RFPNo..... dated.....(bidding document)
For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

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

Dear Sir,

In consideration of Gujarat Mineral Development Corporation Ltd. (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 RFQ 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 be caused 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 guarantee 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 are taken against Bank hereunder be outstanding or unrealized.

7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated _____ day of _____ 20 . _____ for _____ (Name of Bank)

Yours faithfully

For.....(Name of the Bank)

Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:

Gujarat Mineral Development Corporation Limited (GMDC)

132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad. Bank Name: ICICI Bank Ltd

IFS Code: ICIC0000024

UIC GMDC530265584 for Field 7037 MT760

Annexure 13: List of Approved Banks

List of Approved Banks to GMDC for EMD and Performance Security if Bidder intends to submit Bank Guarantee (Except -Cooperative Bank)

Finance Department, Government of Gujarat's GR No: FD/MSM/e-file/4/2024/2859/D.M.O.
Dated: 01/05/2025 Read: FD GR. No. FD/MSM/e-file/4/2023/4020/D.M.O. Dated: 11/03/2024
specified list of Approved Banks as follows:

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

ANNEXURE-14 Draft Agreement for Annual Maintenance Contract (AMC)

This Annual Maintenance Contract (AMC) Agreement is entered into on this ___ day of _____, 20___, by and between:

Gujarat Mineral Development Corporation Ltd. (GMDC), 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 Supplier) having its registered office at _____, hereunder referred to as the “**Supplier**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

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

WHEREAS:

- A.** GMDC vide its Request for Proposal no. _____, dated ____ (herein after referred to as RFP”) invited Bids from competent bidders through transparent and competitive bidding process for “**RFP for Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat**” as per the terms specified in RFP and this Agreement (hereinafter called the “**Project**”);
- B.** The Supplier was selected as the successful bidder for the aforementioned scope, and executed the principal agreement for supply, installation, commissioning, training and warranty of the WDXRF system in accordance with the terms and conditions of the RFP.
- C.** The WDXRF System has been successfully installed and commissioned at GMDC’s Greenfield laboratory at **Lakhpat Punrajpur Mines, Kutch, Gujarat**, and the Warranty Period, as provided in the Principal Contract, shall expire on [●].
- D.** As per the RFP and the Principal Contract, the Supplier is required to provide Annual Maintenance Services for a period of five (5) years after completion of the Warranty Period to ensure continuous and optimal operation of the WDXRF system.
- E.** The Parties are now desirous of entering into this AMC Agreement to record the terms and conditions governing such post-warranty annual maintenance services, including scope of work, service levels, spare parts availability, calibration, and support obligations.

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 Supplier)

hereto hereby agree as follows:

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

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
2. Letter of Award no. _____, dated _____ issued by GMDC.
3. Letter of Acceptance (LOA) no. _____ dated _____ by the Supplier.
4. Performance Security as per _____
5. Scope of Work provided in RFP SECTION II (which shall be placed as Schedule I in the contract when it is executed).
6. Technical Specifications provided in Section III (which shall be placed as Schedule II in the contract when it is executed).
7. Payment Terms provided in RFP SECTION VI (which shall be placed as Schedule III in the contract when it is executed).
8. Agreement executed between the Parties for delivery, installation, commissioning, training and warranty of the WDXRF System. ("Principal Contract")
9. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

1. GENERAL

1.1 Definition and Interpretation

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

- a. "**Annual Maintenance Contract (AMC) Period**" shall mean the period of five (5) years commencing from the Zero date immediately upon the completion of the Warranty Period, during which the Supplier shall be responsible for providing maintenance services for the WDXRF System as mentioned in the RFP.
- b. "**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;
- c. **“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorizations, licenses, exemption, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the operation and maintenance of WDXRF system including all the related accessories during the subsistence of this Agreement.
 - d. **“Authority”** or **“GMDC”** means the Gujarat Mineral Development Corporation Limited [including without limitation its authorized representatives];
 - e. **“Supplier”** means firm/entity selected for supply, installation, commissioning, training, warranty and thereafter subsequent Annual Maintenance for WDXRF System at the Site.
 - f. **“Contract/Agreement”** means this AMC Contract signed by the Parties and all the attached documents listed in the Annexures/schedules. .
 - g. **“Contract Period”/“ Agreement Period”** shall have a meaning specified in clause 2.8 of this Contract.
 - h. **“Day”** means calendar day.
 - i. **“Dispute”** shall have a meaning specified in clause 10.1 of this Contract.
 - j. **“Effective Date”** shall have meaning specified in clause 2.1 of this Contract.
 - k. **“Force Majeure”** shall have a meaning specified in clause 4 of this Contract
 - l. **“Good Industry Practices”** shall mean such relevant standards with respect to the industry as are considered to be standard either through their publication or expression by a recognized central industry body or association of that industry or Government or if such are not published then those which are accepted as standard through popular practice.
 - m. **“Insurance”** shall have a meaning specified in clause 3.13 of this Contract.
 - n. **“INR”** means Indian Rupees.
 - o. **“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.
 - p. **“Party”** means the “Authority” or the Supplier, as the case may be, and **“Parties”** means both of them.
 - q. **“Performance Security”** shall have a meaning specified in clause 8.1
 - r. **“Personnel”** means professionals and support staff provided by the Supplier and assigned to perform the Services or any part thereof.
 - s. **“Principal Contract”** means the agreement executed between the Parties for delivery, installation, commissioning, training and warranty of the WDXRF System.
 - t. **“Project”** shall mean Supply, Installation, Commissioning, Training, Warranty and Subsequent Annual Maintenance Contract of Wavelength Dispersive X-Ray Fluorescence (WDXRF) With Related Accessories at Greenfield Laboratory of Lakhpat Punrajpur Mines, Kutch, Gujarat by the Supplier.
 - a. **“Site”** shall mean GMDC’s limestone mines at Lakhpat Punrajpur Mines, Kutch

District.

- u. **“Scope of Work (SOW)/Scope of Services”** means the work to be performed by the Supplier pursuant to this Contract and as described in RFP SECTION II.
- v. **“Third Party”** means any person or entity other than the “Authority” and the Supplier.
- w. **“WDXRF System/ Device”** means Wavelength Dispersive X-Ray Fluorescence (WDXRF) System along with related accessories, delivered, installed and commissioned by the Supplier to GMDC’s Greenfield Laboratory at Lakhpat Punrajpur Mines, Kutch District. (
- x. **“Year”** means a period of 365 days from the defined Zero date.
- y. **“Zero date”** means the date of start of the respective activities duly informed and recorded by GMDC.

1.2 Principles of Interpretation

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

1.3 Relationship between Parties

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

1.4 Rights and Obligations

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

- a) the Supplier shall provide the Annual Maintenance Services for a period of 5 (five) years from the date of expiry of Warranty Period for the WDXRF system to GMDC in accordance with the provisions of the Agreement; and

b) GMDC shall make payments to the Supplier in accordance with the provisions of the Agreement.

1.5. Governing Law and Jurisdiction

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

1.6. Language

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

1.7. Table of Content and Heading

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

1.8. Notices

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

If to Authority.

General Manager (Limestone)

Email: assharma@gmdcltd.co.in

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

Land Lines : 079-27912747

Board Lines : 079-27913501, 079-27913200

If to Supplier.

1.9. Location

The product shall be supplied, and the associated services hence be performed at GMDC's Lakhpat Punrajpur Mines, Kutch District Project site and at any location incidental to fulfil the scope.

1.10. Authorized Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Supplier 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 (Limestone).
- c) The Supplier may designate one of its employees as Supplier's Representative. Unless otherwise notified, the Supplier's Representative shall be: _____

2. GENERAL TERMS

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date this Agreement is signed between the Authority and Supplier of this Agreement (the "Effective Date").

2.2 Use of the Project Site

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

2.3 Existing Structure and Surroundings of the Facility

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

2.4 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 Supplier 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 2.4 (a), on matters not covered by this Agreement, the provisions of RFP shall apply.

2.5 Modification of Agreement

- a) Modification of the terms and conditions of this Agreement, including any modification of the scope of the supply and services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.
- b) Without Prejudice to the provision stated in subclause a) hereinabove, Managing Director, GMDC shall have rights to take suitable decision and action in case of requirement to amend/ alter the Agreement conditions/ scope of the supply and services/ extension of the Contract Period/ allotment of additional quantities of work/ fees etc., if necessary, after considering the conditions prevailing at that time.
- c) For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or increase and/or reduce the contract services or supply at any time without giving any notice or reason to the Supplier and without incurring any responsibility.

2.6 Agreement Period / Contract Period

- a) The Annual Maintenance Contract (AMC) shall commence immediately upon the completion of the Warranty Period. The AMC shall remain valid for a continuous period of five (5) years from the date of commencement (**the “Maintenance Period/ Annual Maintenance Period/AMC Period”**) and shall cover the full scope of maintenance and service support obligations as detailed in this Agreement and the RFP.
- b) The exact start date and end date of the AMC period shall be recorded and confirmed by GMDC in writing at the conclusion of the Warranty Period. Any delay in implementation of this AMC Agreement by the Supplier beyond the prescribed timeline shall be deemed a breach of contract and attract penalty.
- c) The Supplier shall ensure that there is no disruption in service between the expiry of the Warranty Period and commencement of the AMC period and must plan accordingly to maintain uninterrupted operational readiness of the WDXRF system.
- d) In the event of early termination of the AMC due to unsatisfactory performance or breach by the Supplier, GMDC reserves the right to invoke the AMC Performance Security and engage an alternative service provider.

e) Subject to satisfactory performance of the Supplier during the Maintenance Period, the Authority may, at its sole discretion, extend the Maintenance Period beyond five years upon mutual consent at terms which may be discussed and fixed thereupon.

3. OBLIGATIONS OF THE SUPPLIER

3.1 Scope of Work

- a) The Supplier shall provide annual maintenance services for the Wavelength Dispersive X-Ray Fluorescence (WDXRF) system installed at GMDC's Greenfield Laboratory at Lakhpat Punrajpur Mines, Kutch District, for the entire duration of the AMC period of five (5) years, starting immediately upon the completion of the Warranty Period.
- b) The AMC shall include predictive, preventive and breakdown maintenance services, covering all critical components, system software, and functional subassemblies of the WDXRF system. The cost of major repairing and replacement of critical spare parts and others except consumables will be borne by GMDC. However, the downtime incurred due to failure of such critical spare parts will be on account of the Supplier and same will be counted to calculate the overall Availability of the WDXRF as mentioned in Table-II below.
- c) The Supplier shall attend to unlimited service visits during the AMC period to ensure uninterrupted functioning of the WDXRF system. In addition, the Supplier shall carry out a minimum of four (4) maintenance visits per year, one in each quarter. Each maintenance visit shall include but not limited to comprehensive inspection, functional performance checks, cleaning, and application of firmware or software updates, wherever applicable. The maximum response time for all service calls shall be 24 hours, and fault resolution shall be completed within 48 hours from the initial response. If visit is required, the issue to be resolved within 72 hours.
- d) In the four (4) scheduled maintenance visits per year, one during each quarter, the following tasks must be completed:
 - Comprehensive inspection of all mechanical, electronic, and analytical components.
 - Functional performance checks, system diagnostics, and health assessments.
 - Cleaning, alignment, lubrication, and system calibration where required.
 - Installation of latest firmware/software patches or upgrades released by the OEM.
 - Verification and validation of analytical accuracy, throughput, and consistency.
- e) The Supplier shall perform calibration of the WDXRF system as and when required. Calibration shall be performed using GMDC-provided samples and within the GMDC-specified deviation limits. All calibration-related accessories and services shall be included within the AMC cost. Calibration results shall be documented and submitted for GMDC's records.

- f) The Supplier shall provide remote technical support by phone, email, or remote access tools. All support queries shall be acknowledged on the same working day.
- g) Each maintenance visit shall be documented through a Service Report signed by the attending technician and GMDC's representative. Additionally, the Supplier shall submit an annual summary report capturing maintenance history, calibration records, and equipment uptime performance.
- h) The AMC shall be subject to annual review by GMDC. Renewal for each year shall be based on satisfactory service performance, adherence to agreed SLAs, and submission of all required records and reports.
- i) The Supplier shall maintain a log of all AMC activities, including visit records, fault diagnostics, parts replaced, calibration certificates, downtime data, and response/resolution times. An Annual Maintenance Summary Report must be submitted to GMDC within 15 days from the end of each AMC year.
- j) The Supplier shall maintain sufficient inventory of critical and fast-moving spare parts in India to ensure prompt rectification and prevent prolonged equipment downtime. The Supplier shall notify GMDC of any major component declared end-of-life by the OEM within 15 days from intimation received from OEM and shall recommend compatible alternatives.
- k) All services under AMC shall be performed by qualified, factory-trained engineers of the OEM or its Indian subsidiary, and shall not be subcontracted without prior written approval from GMDC.
- l) The Supplier shall nominate a dedicated service manager as the single point of contact for GMDC during the AMC period.
- m) In case, the Service Provider fails to provide AMC as committed during the Contract Period, then GMDC shall have the right to forfeit the PBG.

3.2 Spare Parts and Support Commitment

- a) The Supplier shall guarantee the availability of all critical spare parts, assemblies, consumable accessories (excluding chemicals), software modules, and hardware components required for the uninterrupted functioning of the WDXRF system throughout the AMC period and after sales service for a period of ten (10) years from the completion of Warranty Period.
- b) The Supplier shall maintain or have access to an adequately stocked inventory of fast-moving and critical spares within India, to ensure that no service breakdown is prolonged due to non-availability of replacement components. Spare parts must be sourced, delivered, and installed within a reasonable lead time to maintain equipment

uptime and avoid production losses. Parts shall be sourced and delivered in India within a reasonable lead time so GMDC's business shall not reasonably halt.

- c) The Supplier shall submit a formal declaration along with the Technical Bid affirming its commitment to maintain the availability of all critical spares for the entire period of AMC and for ten (10) years post-warranty. This declaration shall be binding on the Supplier and non-compliance shall be treated as a breach of contract.
- d) In the event that any component or sub-system of the WDXRF system is declared end-of-life (EOL) or discontinued by the OEM during the AMC period or within the ten-year post-warranty support window, the Supplier shall:
 - Notify GMDC in writing within fifteen (15) working days from the date of such OEM communication;
 - Propose a technically equivalent or superior replacement component;
 - Bear the cost of system re-integration, software adjustments, or validation, if any, required to accommodate the substitute component.
- e) The AMC shall include both preventive and breakdown maintenance services, covering all critical components, system software, and functional subassemblies of the WDXRF system excluding major spare parts. Major spare parts will not include consumables or parts classified as routine wear-and-tear items. If replacement of major spare parts is required, GMDC will pay for that part as per actual price.
- f) All spares used during AMC must be genuine, brand-new, and OEM-approved. The Supplier shall not use refurbished or third-party parts.
- g) The Supplier shall maintain detailed records of all spare parts installed or replaced, including part numbers, installation dates, warranty (if applicable), and service reports. These records shall be made available to GMDC upon request or during any performance audit.
- h) GMDC reserves the right to verify the availability and readiness of the Supplier's spare parts inventory at any time during the AMC period through physical inspection or documentary evidence.
- i) Failure to maintain spare parts availability or delayed supply of required components beyond reasonable timeframes shall attract penalties and may be treated as a breach of this AMC Agreement.

3.3 Standard of Performance

- a) The Supplier shall perform the scope of work and carry out its obligations stated in this Agreement with all due diligence, in accordance with generally accepted professional practices, and shall observe sound management practices, and employ appropriate, safe and effective methods.
- b) The performance of the Supplier shall be assessed based on the Service Level Agreements specified in clause 3.16 and 3.17 of this Agreement.

3.4 Responsibilities during the Maintenance Period

- a) The Supplier shall undertake Scope specified in Clause 3 of this Agreement pertaining to Maintenance Period diligently and with utmost care.
- b) For Maintenance/AMC Period, the availability shall be according to the Service Levels provided year wise during the AMC period as per Table II mentioned in clause 3.17 below.
- c) The Supplier shall adhere to the Service Levels specified, failing which the damages for the non-performance specified therein shall apply.

3.5 Responsibilities Pertaining to the Software

- a) The Supplier shall ensure the continuous functionality and support of the software necessary for the operation of the WDXRF System throughout the term of the agreement/ Contract Period.
- b) This includes, but is not limited to, providing updates, patches, bug fixes, and technical assistance to address any issues or concerns related to the software's performance or compatibility with the Device/ WDXRF System.
- c) The Supplier shall promptly notify the Authority of any planned maintenance or upgrades that may temporarily affect the availability or performance of the software and shall make reasonable efforts to minimize any disruption to the Authority's operations during such periods.

3.6 Applicable Laws

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

3.7 Conflict of Interest

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

3.8 Suppliers not to Benefit from Commission, Discounts etc.

The remuneration of the Suppliers pursuant to Payment Terms specified in RFP SECTION VI hereof shall constitute the Supplier's remuneration in connection with this Contract or the supply and services and, the Supplier shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the supply and services or in the discharge of their obligations hereunder, and the supplier shall use their best efforts to ensure that any Personnel and agents of them, similarly shall not receive any such additional remuneration.

3.9 Suppliers and Affiliates not to engage in Certain Activities

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

3.10 Confidentiality

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

3.11 Documentation, Reporting and Recordkeeping

- a) The Supplier shall be responsible for maintaining complete and accurate records of all maintenance activities, breakdowns, replacements, calibrations, updates, and service interactions related to the WDXRF system throughout the AMC period.
- b) For each service visit, whether quarterly maintenance or breakdown call, the Supplier shall submit a Service Report to GMDC, containing at a minimum:
 - Date and time of visit;
 - Name and designation of attending service engineer;
 - Nature of the issue or scheduled activity;
 - Actions taken and parts replaced (if any);
 - Calibration verification or adjustments carried out;
 - Downtime details (if applicable);
 - Observations and recommendations;
 - Signature of GMDC's designated authority confirming completion.
- c) All such Service Reports shall be submitted to GMDC in both hard copy and soft copy formats (email or USB/cloud link) within three (3) working days of the service event. Any delays in submission may result in deferment of payment for the corresponding year.

d) The Supplier shall maintain an AMC Maintenance Logbook or Digital Tracker, containing:

- Chronological records of service visits;
- Fault diagnosis and resolution summaries;
- Preventive actions taken;
- Replacement part serial numbers and warranty tags;
- Calibration certificates and compliance values;
- Firmware/software update logs.

This logbook shall be made available for inspection by GMDC at any time and must be handed over upon completion or termination of the AMC.

e) The Supplier shall submit an Annual Maintenance Summary Report within fifteen (15) days from the close of each AMC year, covering:

- Annual uptime statistics;
- Number and types of service calls attended;
- Parts replaced and reason for replacement;
- Major issues and corrective actions;
- Software and firmware versions installed;
- Suggestions for improving equipment performance.

f) Any documentation related to OEM advisories, service bulletins, updates, end-of-life declarations, or technical guidance shall be promptly shared with GMDC during the AMC period and documented appropriately.

g) All documentation and records submitted by the Supplier under this Agreement shall become the property of GMDC. The Supplier shall maintain strict confidentiality over GMDC's usage data, sample characteristics, and analytical results, and shall not disclose any such information to third parties without GMDC's prior written approval.

h) GMDC reserves the right to conduct audits or inspections of documentation and maintenance records at any time during the AMC period either by internal teams or through third-party experts.

3.12 Insurance to be taken out by the Supplier.

(i) The Supplier shall procure and maintain, at its own cost, all time during the subsistence of contract, below mentioned insurance.

- (a) Workman Compensation Act Policy
- (b) Group Personal Accident Policy
- (c) Comprehensive Motor/ other moving equipment Policy; And
- (d) Group Medclaim Policy
- (e) Third Party Liability;
- (f) Any Other policy which the Supplier may find fit for indemnifying the asset of the Owner

- (ii) Application of Insurance Proceeds: All money received under insurance policies shall be promptly applied by the Supplier towards the cure of breach of its obligations stated in this Agreement.
- (iii) Validity of the Insurance Cover
The Supplier shall pay the premium payable on such insurance policy/ policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for each year/ policy period. If at any time the Supplier fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Supplier forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.
- (iv) The Supplier shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including specialists deployed by the Supplier as well as assets deployed to perform its scope of work specified under this Contract.
- (v) 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 Supplier or its specialists associated with the Supplier for the purposes of the Services, nor for any member of any such person.

3.13 Indemnity

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

- Payment of taxes required to be made by Supplier in respect of income or other taxes of Supplier's contractors, suppliers and representatives.

3.14 Safety Obligations

- (i) The Supplier will be required to maintain and carry out practices for Environment, Health and Safety (EHS) as per Good Industry Practices.
- (ii) During the course of this Agreement, the Supplier shall satisfy all safety requirements as per the statutory requirements and Good Industry Practice. The Supplier shall also ensure that safety requirements are followed without any deviations throughout the Contract Period at its own cost.
- (iii) The Supplier shall be responsible for the safety of its staff deployed and it shall bear all financial, and legal liabilities associated with any safety incident.
- (iv) The Supplier shall take the highest precautions for the safety and security of its staff while carrying out its responsibilities.
- (v) The Supplier shall bear complete responsibility for the safety and security of the Project/ staff employed throughout the Contract Period.
- (vi) All costs and expenses arising out of or relating to meeting the Safety requirements or for making any corrections in the Project facility for safety purposes shall be borne by the Supplier.
- (vii) Supplier shall not tamper with Authority's or other Contractors' equipment.

3.15 Accounting, Inspection and Auditing

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

3.16 Service Levels and Performance Obligations

- a) The Supplier shall be responsible for maintaining the WDXRF system and its associated components in full functional and analytical condition throughout the AMC period. All services under this Agreement shall conform to the performance standards as per Table-1 mentioned in the RFP and Table -II mentioned below in clause 3.17 and service levels stipulated in the RFP and the Principal Contract.
- b) The Supplier shall respond to all service calls (telephonic/email/remote) within 24 hours of intimation and shall ensure resolution of any fault within 48 hours from the

time of response. In the event of delays in response or resolution, the Supplier shall be liable for penalties or corrective action as determined by GMDC.

- c) For any fault that results in extended downtime, the Supplier shall submit a Root Cause Analysis (RCA) along with a Corrective and Preventive Action (CAPA) plan within seven (7) working days from the fault notification.
- d) The Supplier shall carry out four (4) scheduled maintenance visits per year, once every quarter, and unlimited breakdown visits as required. Scheduled visits shall include inspection, cleaning, diagnostics, calibration (where required), performance verification, and firmware/software updates.
- e) All maintenance activities shall be carried out by qualified, factory-trained service engineers, and shall be documented in detailed Service Reports, signed by the attending engineer and countersigned by the GMDC representative. These reports shall be submitted both in hard and soft copy.
- f) The Supplier shall submit to GMDC an Annual AMC Performance Report detailing Total uptime achieved; Number and nature of service calls; Faults and corrective actions taken; Spare parts used (if any); and Calibration records and compliance with technical performance thresholds.
- g) GMDC reserves the right to conduct random inspections or performance audits during the AMC period, either directly or through third-party agencies, to verify compliance with the agreed service levels.
- h) Repeated failure to meet service levels or performance standards shall be considered a material breach of this Agreement and may lead to imposition of penalties, invocation of Performance Security, or termination of contract.
- i) The Authority shall monitor the Supplier's performance / WDXRF System's performance through a comprehensive Service level mentioned below:
- j) The Supplier shall have to abide by the Service Levels as specified below. In case of Non-meeting the Service Levels/ breach of Service Levels, the corresponding liquidated damages as defined below shall apply.

3.17 Service Levels calculation for Availability and Performance of WDXRF

(i) Availability of WDXRF System (Table-II)

Service Level Item	Target Service Level				
	Year 1	Year 2	Year 3	Year 4	Year 5

Availability of WDXRF System along with related accessories	99%	98%	97%	96%	95%
Measurement Period	Daily				
Measuring Methodology	<p>% Daily performance = (24 hrs – Non-operational Hours) /24) X100.</p> <p>Where;</p> <p>Non-Operational Hours = Total number of hours in a day during which the WDXRF System is non-operational and unable to perform analysis of mineral samples under normal operating conditions subject to exclusions.</p>				
Damages	<p>For every Non-operational day:</p> <p>Any downtime beyond the acceptable range as mentioned in this table will be deducted on pro rata basis of total AMC charges payable for that given year subject to maximum 10% of AMC charges for that year. However, if the performance availability falls below 90% in that given year, then in addition to 10% of yearly AMC charges, the LD of 10% of total Contract value will be applied by GMDC and GMDC will have the right to terminate the Contract.</p> <p>Above Damages shall apply subject to exclusions*.</p>				

***Notes for exclusions.**

- Schedule preventive maintenance time shall not be considered as breakdown.
- If the WDXRF System fails due to, Natural Calamity such as earthquake, thunderstorm, heavy tempest etc., or at environmental parameters higher than the stipulated in the Bid specifications, the breakdown for the period due to the above will not be considered as breakdown.
- If the WDXRF System is not operative due to nondeployment by mine management, no deduction of the penalty shall be charged for the period.

(ii) Performance of WDXRF System

- In the event of failure of the WDXRF System to provide timely and accurate analytical results as per the agreed performance thresholds, resulting in verified delays or quality-related disruptions to GMDC’s sample reporting or mineral dispatch operations, the same will be recovered from Supplier to a maximum of 10% Value of AMC charges for all 5 years, in addition to statutory obligation on part of Supplier through PBG deposited by the Supplier.

- GMDC has specified the list of 14 elements and their corresponding standard deviation ranges in the Technical Specifications section in Table-1 of the RFP. These values shall form the basis of compliance monitoring for analytical performance of the equipment.
- Any failure in performance attributable to external factors such as, disruption in Wi-Fi, internet, or mobile network services; Power failure in the control room or networking equipment; or Instructions issued by GMDC to suspend operations, shall not be considered as a fault or breakdown attributable to the Supplier, and shall be treated as an exempted condition under this clause.

4. FORCE MAJEURE

4.1 Force Majeure Event

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

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

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

- a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Site for a period exceeding a continuous period of 10 (Ten) days in an accounting year.
- b) Strikes, go-slows and/ or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political and other than those involving

the Supplier or their respective employees/representatives or attributable to any act or omission of any of them.

- c) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- d) Epidemic or plague or pandemic within India;
- e) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Site.
- f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Supplier in any proceedings for reasons other than failure of the Supplier to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the Authority;
- g) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Supplier or any of the Contractors to perform their respective obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the Supplier's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.
- h) Any event or circumstances of a nature analogous to any events set forth above.

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

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

4.2 Procedure in case of Force Majeure Event

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

- a) the Force Majeure Event(s) that has occurred,
- b) the date of commencement, nature and estimated duration of such event of Force Majeure Event
- c) the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.

- d) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage in terms of Clause 4.4 of this Agreement, and
- e) any other relevant information.

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

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

4.3 Consequences of Force Majeure Event

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

4.4 Mitigation and Consultation

- a) During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume the performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The Affected Party shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure

Event. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

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

4.5 Termination

- a) If Force Majeure event continues for more than 30 (thirty) days, then either Party shall have the right to terminate this Agreement by giving a notice of 30 days in respect thereof (“Termination Notice”) and the date on which such termination shall become effective shall be called the “Termination Date”.
- b) In case of Termination, Authority shall.
 - 1) Prohibit the Supplier and any person claiming through or under this Contract from entering upon the assets /dealing with or any part thereof.
 - 2) Appoint another party that may carry of the remaining obligations of the Supplier.
 - 3) Authority shall return Performance Security to the Supplier.

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

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

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

the payment shall stand suspended until such time as the Supplier resumes activities in terms of the Agreement.

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

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

5. SUSPENSION OF AGREEMENT

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

6. OBLIGATIONS OF GMDC

6.1 Assistance in clearance

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

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

6.2 Payment

In consideration of the supply and services performed by the Supplier under this Agreement, GMDC shall make to the Supplier such payments and in such manner as is provided in RFP Section – VI.

6.3 Documents and Other Support

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

7. PAYMENT TO THE SUPPLIER

- a) GMDC agrees to pay the Supplier the Annual Maintenance Contract (AMC) charges as quoted and agreed in the Price Bid, for the maintenance of the WDXRF system for a period of five (5) years following the completion of the Warranty Period.
- b) The Payment for the AMC shall start after the end of each Year during the Annual Maintenance Period. The Annual Maintenance Period shall start from the end of Warranty Period. The Supplier shall submit invoice at the end of each AMC year during the Annual Maintenance Period. Any downtime beyond the acceptable range as mentioned in Table II will be deducted on pro rata basis subject to maximum 10% of AMC charges for that year. However, if the performance availability (Table-II) falls below 90% in a given year then in addition to 10% of yearly AMC charges, the LD of 10% of total remaining Contract value will be applied by GMDC and GMDC will have the right to terminate the Contract.
- c) GMDC shall process and make payment of the admissible invoice amount within thirty (30) days from the date of receipt of the invoice and all supporting documents, subject to:
 - Satisfactory performance of AMC services during the period;
 - No pending service-related complaints or unresolved faults;
 - Deduction of any applicable penalties for breach of SLA or delays;
 - Deduction of applicable taxes at source (TDS) as per prevailing laws.
- d) All quoted AMC charges shall be exclusive of Goods and Services Tax (GST). GST and any other statutory levies, as applicable at the time of billing, shall be paid extra by GMDC on submission of valid tax invoices as per the applicable GST law.
- e) The Supplier shall not be entitled to claim any escalation in AMC charges on any grounds whatsoever during the entire AMC period. The AMC rates shall remain firm and fixed.
- f) The cost of travel, labour, and associated services for providing the Services shall be deemed included in the quoted AMC charges.
- g) Failure to perform AMC obligations satisfactorily, or non-submission of valid documents along with invoices, may result in withholding of payment until deficiencies are rectified to GMDC's satisfaction.

8. LIQUIDATED DAMAGES AND PENALTY

8.1 Performance Security

- a) In consideration of the obligations to be performed by the Supplier under this AMC Agreement, the Supplier shall furnish to GMDC a Performance Security equivalent to

ten percent (10%) of the total cumulative value of the AMC charges for the entire five (5) year AMC period.

- b) The Performance Security shall be submitted in the form of an unconditional and irrevocable Bank Guarantee issued by a scheduled commercial bank in India in favour of Gujarat Mineral Development Corporation Ltd., as per the format prescribed by GMDC. The Supplier shall keep the valid Bank Guarantee till the expiry of the AMC Contract of 5 years plus one year.
- c) The Supplier shall submit the Performance Security under this Agreement within 20 days from the LOA.
- d) The Performance Security shall be kept valid and enforceable throughout the term of this AMC Agreement plus one year and shall be extended by the Supplier upon GMDC's request, at least thirty (30) days prior to the date of expiry of the existing Bank Guarantee.
- e) GMDC shall have the right to invoke and encash the Performance Security, in full or in part, at its sole discretion, without prior notice to the Supplier, in the event of:
- Failure of the Supplier to perform its obligations under this AMC Agreement;
 - Any breach of terms and conditions or Service Levels;
 - in the event GMDC requires to recover any sum due and payable to it by the Supplier including but not limited to liquidated Damages; and which the Supplier has failed to pay in relation thereof; and
 - in relation to Supplier's breach in accordance with the terms contained in the Agreement.
 - Non-compliance with maintenance schedules or resolution timelines;
 - Termination of this Agreement for cause due to Supplier's default.
- f) At any time during the AMC Period, if the Performance Security is either partially or fully encashed by GMDC in accordance with the provision of the Agreement, the Supplier shall, within 15 (fifteen) days of such encashment, either replenish the encashed amount, or furnish a fresh performance security of equivalent value, as applicable. Failure to do so shall entitle GMDC to terminate this Agreement.
- g) The invocation of the Performance Security by GMDC shall be without prejudice to any other rights or remedies available under the RFP, the Principal Contract, or applicable laws.
- h) Upon successful completion of the defined AMC period of 5 years plus one year, subject to satisfactory discharge of all obligations under this Agreement, the Performance Security shall be released by GMDC without interest.

8.2 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 Supplier in the event of breach of this Agreement or for recovery of liquidated damages/ damages or penalties specified in Section IV of RFP and provisions of Clause 9.2 of this Agreement.

8.3 Liquidated Damages

- (a) In case of deviation in Availability and Performance of the WDXRF during the AMC Period (as mentioned in Clause 3 of Section IV of RFP) then Liquidated Damages as specified in clause 3 of Section IV of RFP shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Supplier, a suitable extension of time shall be granted, and no LDs shall be applied.

8.4 Penalty for Deficiency in Services

- (a) In addition to the liquidated damages not amounting to penalty, warning may be issued to the Supplier for minor deficiencies on its part.
- (b) GMDC shall have the right to claim liquidated damages as per the Service Level Agreements specified in section IV of the RFP.
- (c) 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 the Authority may initiate penal actions as permitted under law including but not limited to encashment of Bank Guarantee in lieu of Performance Security.

9. EVENT OF DEFAULT AND TERMINATION

9.1 Event of Default

Event of Default means the Supplier Event of Default or the Authority Event of Default or both as the context may admit or require (the "Event of Default").

a) Supplier Event of Default

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

- (1) If the Supplier does not fulfil the scope of work within the period specified in this Agreement and the RFP and Liquidated Damages thereof exceed 10% of the Contract Value.

- (2) If the Performance and Availability of WDXRF as given in Table-II of clause 3.17, falls below 90% in that given year.
- (3) Any representation made or warranties given by the Supplier under this Agreement is found to be false or misleading.
- (4) the Supplier becomes insolvent or bankrupt or enters into any agreement with 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.
- (5) If the Supplier fails to furnish Performance Security as per the terms of the agreement.
- (6) the Supplier fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 5, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- (7) Supplier is in material breach of its obligations stated in this Agreement.
- (8) Supplier repeatedly fails to fulfil its obligations.
- (9) The Performance Security has been encashed and appropriated in accordance with the RFP conditions and the Supplier fails to replenish or provide Fresh Performance Security within 30 (Thirty) days.
- (10) Supplier submits to the Authority any statement which is false in material particulars, and which has a material effect on the Authority's right, obligations or interests.
- (11) A resolution is passed by the shareholders of the Supplier for the voluntary winding up of the Supplier company.
- (12) If there is a defect/ deviation from the terms of this Agreement and the Supplier fails to correct it within a reasonable time provided by the Authority as per the terms of the agreement.
- (13) Any petition for winding up of the Supplier is admitted by a court of competent jurisdiction or the Supplier is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Supplier are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Supplier under this Agreement and provided that:
 - the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has credit worthiness at least as good as that of the Supplier as at Commencement Date; and
 - each of the Project Agreements remains in full force and effect.
- (14) The Supplier suspends the services at the Project without any prior written consent of Authority, provided that the Supplier shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force

Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or of Authority under the State Support Agreement.

- (15) The Supplier repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (16) The Supplier is otherwise in Material Breach of this Agreement or commits a default in complying with any other provision of this Agreement.
- (17) Repeatedly non-adherence to obligations stated in this Agreement
- (18) In case of repeated breach of Supplier's obligations specified elsewhere in this Agreement.
- (19) If the Supplier 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.
- (20) the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to provisions of this Agreement.
- (21) if the Supplier's staff is found to be involved in theft/ illegal activities and if such staff members are not replaced by the Supplier.

b) Authority Event of Default

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

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

9.2 Termination due to Events of Default and Termination Payment

a) Termination for Supplier's Event of Default

Without prejudice to any other right or remedy which Authority may have in respect thereof under this Agreement, upon the occurrence of an Supplier Event of Default, Authority shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to the Supplier, provided that before issuing the Termination Notice, Authority shall by a notice in writing of 30 (thirty) days inform the Supplier of its intention to issue the Termination

Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 30 (thirty) days from the date of the Preliminary Notice (the Cure Period), the Authority shall be entitled, to terminate this Agreement with 30 (Thirty) days' Termination Notice.

Provided further, that-

- a) Upon Termination by Authority on account of occurrence of a Supplier Event of Default, no Termination Payment shall be due or payable to the Supplier. Further the Authority shall be entitled to encash and forfeit the Performance Guarantee.

b) Termination for Authority Event of Default

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

9.3 Rights of Authority on Termination

- (i) **Upon Termination of this Agreement for Supplier Event of Default**, Authority shall have the power and authority to:
 - 1) Retain possession and control of the WDXRF system along with all the accessories.
 - 2) Prohibit the Supplier and any person claiming through or under the Supplier from entering upon the project assets /dealing with or any part thereof;
 - 3) Appoint another party or Supplier that may carry of the remaining obligations of the Supplier at the cost and expenses of the Supplier.
 - 4) Forfeit the Performance Security.
- (ii) **Upon Termination of this Agreement for Authority Event of Default**, Authority shall have the power and authority to:
 - 1) Prohibit the Supplier and any person claiming through or under the Supplier from entering upon the Project /dealing with or any part thereof;
 - 2) Appoint another party or Supplier that may carry out the remaining obligations of the Supplier.

- 3) GMDC shall make the payments to the Supplier as per the provision set forth in RFP Part VI hereof for Services performed prior to the date of termination.
- 4) The authority shall return Performance Security.

9.4 Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 9.2 and 4.5 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.

10. DISPUTE RESOLUTION

10.1 Amicable Solution

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

10.2 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 10.1 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.

10.3 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.

11. FAIRNESS AND GOOD FAITH

11.1 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.

11.2 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 11.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

12. MISCELLANEOUS

12.1 Assignment and Charges

- (a) Notwithstanding anything contained herein this Agreement, the Supplier shall not assign, in whole or in Part, any right or delegate any duty/ rights/ obligations under the Agreement to any third party.

12.2 Severability

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

12.3 Damage to the WDXRF System

a) The WDXRF system shall be suitable for continuous operation under standard laboratory conditions, as applicable to mineral analysis facilities. All equipment and components shall be of robust design and construction, ensuring durability and consistent performance over the entire Contract Period. The Supplier shall remain liable for any equipment failure or malfunction arising due to manufacturing defects, latent faults, or material fatigue, provided such failure occurs within the maintenance period. It shall be the Supplier's obligation to ensure that the WDXRF system continues to perform in accordance with the specifications defined in the RFP and that the agreed Service Levels are maintained throughout the AMC period. All costs associated with repair, modification, software patching, shall be borne exclusively by the Supplier during the Contract Period.

b) Damages due to Vandalism, tampering of equipment by Authority staff or Authority appointed contractor's staff and damage due to accidents of any kind shall be the

liability of the Authority. In such case, Authority shall request the Supplier to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by the Authority to the Supplier less of insurance proceeds.

12.4 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.



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

CIN No. : L14100GJ1963SGC001206

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