

Request for Proposal
for
Design, engineering, supply, Installation, testing, and
Commissioning of 11KV Overhead lines, CSS, outdoor
LT Boards, DG Sets, & high masts with civil
constructions on turnkey basis and 8 year
Comprehensive O&M at GMDC Baitarani-west Mine,
Odisha

RFP No: GMDC/BW/02/2025-26



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Gujarat Mineral Development Corporation Limited
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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/Agency interested in providing Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on a turnkey basis, and 8 years of Comprehensive O&M at GMDC Baitarani-west Mine, Odisha as specified in this RFP.

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

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the contract further with any party submitting a Proposal. 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 site visits for due diligence that may be required or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.

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DEFINITIONS

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

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd which shall appoint the Agency for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate which is a Proprietorship, Limited Liability Partnership registered under the LLP act or a company under the Indian Companies Act 1956/2013 which submits a Bid to Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive Maintenance at GMDC Baitarani-west Mine, Odisha 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.
3. **“Bid/Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION IV
5. **“Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Agency comprising of all terms and conditions stated in this RFP.
6. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION IV.
7. **“Contract Price”** shall mean the total value of the Contract i.e. (i) One-time charges for Design, Engineering, Supply, Installation, Testing, Commissioning including CAMC during the two years of Warranty Period (ii) Manpower deployment charges during the Warranty Period of two years and (iii) CAMC charges for six years (after the Two years of warranty period).
8. **“Comprehensive Annual Maintenance Contract /CAMC”** shall include (i) major maintenance comprising of repair and or replacement of Project Components so as to maintain Service Levels (ii) undertaking regular minor maintenance including regular upkeep and undertaking of preventive maintenance activities of the Project /Electricity Supply System (iii) Undertaking all activities including scope of work as specified in Section II of this RFP.
9. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION IV.
10. **“Rates/ Price Bid/ Total Price”** shall mean the charges payable by GMDC as against the Scope of Work executed by Agency for (i) Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis including CAMC during the two years of Warranty Period (ii) Manpower deployment charges during the Warranty Period of two years and (iii) CAMC charges for six years (after the Two years of warranty period).

11. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION IV.
12. **“Technical Criteria”** means the criteria specified in Clause 5.2 of Section IV.
13. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION IV.
14. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION IV
15. **“Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION IV
16. **“Agency”** shall mean the Agency who are 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.
17. **“Parties”** means the parties to the Agreement and **“Party”** means either of them, as the context may admit or require.
18. **“Preferred Bidder”** shall have a meaning specified in Clause 6.4 of RFP SECTION IV
19. **“Successful Bidder”** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Scope of Work as per the terms specified in RFP.
20. **“Scope of Work”** means all the activities as per the Scope of Work mentioned in the RFP which the Agency is required to carry out as per the Good Industry Practice. The detailed Scope of Work is specified in SECTION II of the RFP.
21. **“Service Levels/ Performance Parameters”** shall have a meaning specified in Section III.
22. **“Third Party”** means any Person other than GMDC and the Agency.

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

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is the leading State-owned Mining and Minerals Company of Gujarat with operational experience of over 60 years and having product portfolio across mining, value added products and power. GMDC is a zero-debt company listed on National and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat.

GMDC's mining activities are spread across the state of Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Bhavnagar, Ambaji, Bharuch, Surat and Chhota Udepur districts. It currently mines Lignite, Bauxite, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. It has five (5) operational lignite mines and six (6) upcoming lignite mines. GMDC also adds value to minerals through works such as pyrite removal from lignite, beneficiation of bauxite, and beneficiation of Low-Grade Manganese. The Company has set up 2 x 125 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verballa, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

As part of its strategic transformation exercise, GMDC is already in the process of expanding its mining operations by setting up six new lignite- based projects in Kutch and South Gujarat. Further, GMDC through its metal division also intends to expand and develop metal mining portfolio by developing existing metal mining projects and exploring new opportunities in metal mining sector in India. A number of other projects are in the pipeline based on identified thrust areas.

Leveraging its capabilities in lignite thus, one of the key strategic diversifications for GMDC is in the area of domestic coal mining, where it would like to access domestic coal mostly occurring in the eastern part of India. As part of this strategy, it had participated in auctions of commercial blocks conducted by the Ministry of Mines, Government of India. GMDC won the bids for Burapahar block, the Baitarani West coal block and more recently at Kudanali Lubri block, (all blocks in the state of Odisha in India).

Under this RFP, GMDC intends to appoint an Agency to undertake the Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis along with two (2) years of warranty for its Baitarani West Coal Mine situated in State of Odisha. Post the above activities, the Agency shall need to provide Maintenance support via a Comprehensive Annual Maintenance contract for an additional period of six (6) years. The detailed scope of work and RFP terms are included in this document. Thus, GMDC through this RFP, invites technical and price proposal/ bids (collectively "the Proposals" or "Bids") from competent Agencies having requisites capabilities for RFP scope of work.

The Contract Period shall be of eight years and ten months (i.e. Six years of Comprehensive Maintenance Period Plus Two years of Warranty Period and 10 months of Commissioning period/ Implementation Period). The Contract Period shall be extendable for an additional one year as per the terms of this RFP.

SECTION II: SCOPE OF WORK

Scope of Work:

The Scope of Work of the Agency under this contract shall include the Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis along with two (2) years of warranty for its Baitarani West Coal Mine. Post the above activities, the Agency shall need to provide Comprehensive Maintenance support via a Comprehensive Annual Maintenance contract for an additional period of six (6) years.

This project shall be undertaken on turnkey basis by the Agency. It shall include all items required to make this project ready for safe operation in the tender scope of area. The items not specified hereunder in this Technical Specifications / Scope which shall be required to make this Project operational should also be considered included in the scope of the Agency. The Agency shall procure, supply and commission all such items on turnkey basis for the commissioning of the Project. The price bids shall be submitted accordingly.

The Scope of work of the Agency is divided into two parts as below.

- A. Part 1:** Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis along with all required statutory & obligatory approvals at GMDC Baitarani-west Mine, Odisha (10 months Period).
- B. Part 2:** 8 years of Comprehensive Operation and Maintenance of above system (i.e during two years of Warranty Period and six years of CAMC Period) with supply of material for operation, preventive and corrective material with Spare Changes, Repair, inventory material and Manpower deployment.

The Scope of Work is further detailed below:

- A. Part 1: Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis along with all required statutory & obligatory approvals at GMDC Baitarani-west Mine, Odisha.**

The Agency shall carry out *Design, Engineering, Supply, Installation, Testing and Commissioning* of the complete electrical infrastructure/Project on a turnkey basis. The work includes installation of 11 kV overhead distribution networks, Compact Substations (CSS), LT power distribution systems, DG power backup, high mast lighting, and all associated civil and structural works required for safe and reliable power supply in mining operational areas of GMDC's Baitarani-west Mine, Odisha (the "Project").

The work under part 1 is further divided into the following:

1. Design & Engineering

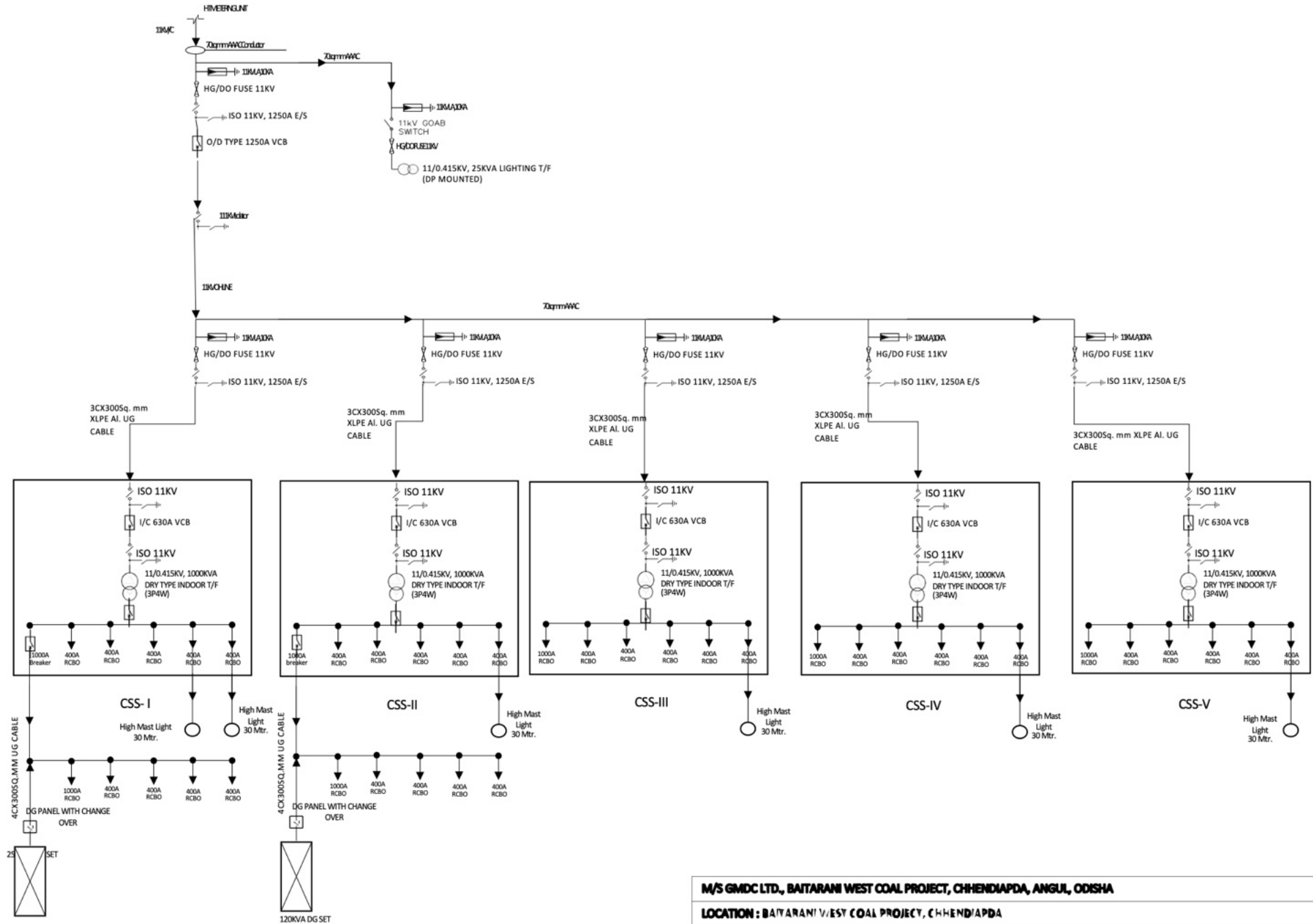
The Agency shall conduct site surveys and load studies, prepare detailed engineering designs, drawings, electrical layouts, single-line diagrams (SLDs) and material BOQs, submit Guaranteed Technical Particulars (GTPs), datasheets, quality plans, and installation methodology and obtain necessary statutory approvals from Odisha Electricity Regulatory Commission (OERC).

The agency shall undertake the following activities/ tasks:

- a) Complete design and engineering of all the systems, sub-systems, equipment, material and services required to make this Project Operational. All systems, sub systems and components should meet the mining technical specifications provided in clause 3.
- b) Every equipment like VCB, CSS, Boards, etc in this system shall be designed for outdoor use.
- c) Providing engineering data/ technical specifications, drawings and O&M manuals for Owner's review, approval and records.

2. Block Diagram

Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha



M/S GMDC LTD., BAITARANI WEST COAL PROJECT, CHHENDIAPDA, ANGUL, ODISHA
LOCATION : BAITARANI WEST COAL PROJECT, CHHENDIAPDA
TITLE : 11KV INCOMER METERING POINT, 11/0.415KV CSS, DG SETS, AND HIGH MASTS LIGHTING TOWERS ON TURNKEY BASIS.
DRG NO. C/MEC/555/001, DATE 03-02-2025

Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha

3. Supply and Installation

The Agency shall supply all materials, equipment, and accessories necessary for the complete electrification system, including but not limited to:

- Main outdoor 11 kV VCB Station **(01 Nos.)**.
- 11 KV Transmission lines totaling **5 KM** (including poles, conductors, insulators, hardware, LA, stay sets, earthing etc.).
- Area Compact Substations (CSS) including transformers, RMU, LT panels, protection & metering etc. **(Total of 5 Nos. CSS)**
- 250KVA and 120KVA DG Sets *with emergency Supply Boards (01 nos. each)*. This should also include AMF/ATS panels, fuel tank, exhaust system etc.
- High mast lighting Tower **(total-06Nos.)**. *Each* High Mast Lighting Systems shall also include poles, luminaires, winch mechanism, control panel etc.
- The Agency shall supply and install all necessary items as below to make above items operations.
 - Outdoor LT Distribution Boards / Feeder Pillars
 - Cables (HT/LT), cable trays, terminations, joints, glands, lugs
 - Earthing materials, lightning protection system
 - Tools, consumables, and accessories required for installation and commissioning.
- All associated civil construction and mechanical items including structural work for foundations, trenches, shades and structural works shall be undertaken by the Agency as required.
- All required fabrication, pre-assembly (if any), erection, testing, and putting into satisfactory operation of all the equipment/material including successful commissioning shall be undertaken by the Agency.
- The Agency shall be responsible for providing all material, equipment and services specified or otherwise which are required to ensure operability, maintainability and the reliability of the complete work covered under this scope.
- The Agency shall also arrange electrical power, water, etc. as may be required, at its own cost for the supply and installation work.
- The Agency shall also be responsible for the;
 - Packing, loading/ Unloading, transportation and Transit insurance from the manufacturer's location to the Baitarani-West site.
 - Receipt, storage, insurance, preservation and conservation of equipment at the site.

4. Minimum Specifications

The specifications of each of the components are as below:

- i) **Codes and Standards** : The equipment / materials supplied shall confirm to the latest edition of Indian / International Standards, REC Standards, Indian Electricity Rules, relevant code of practices and requirements of chief Electrical Inspector of Govt. of

Odisha and also that of DGMS and other state and central regulatory authorities.

ii) Main outdoor 11 KV VCB Station (01 Nos.)

- 3Ph, 3W overhead conductor shall be connected from incoming TPCODL metering (supply) point which shall within max 200mtr distance from DP structure.
- 11KV DP structure shall be consist of DP poles, DO, Isolator, LA, at least 02 nos. of Earthing pit, etc.
- 11KV 3Core x 300 sq mm XLPE Al armored UG cable of maximum length 300 mtr shall be connected from DP to 11KV main VCB.
- Main outdoor VCB shall be provided with auxiliary Marshalling box for operation, protection and control, multi-parameter monitoring (including-P, V, I, PF, etc).
- 3C x 300 Sq mm XLPE Al armored UG cable of maximum length 300 mtr shall connect from secondary side VCB to downcomer side DP structure.
- Downcomer side 11KV DP structure shall be consist of DP poles, DO, Isolator, LA, at least 02 nos. of Earthing pit, etc.
- The make of VCB Station shall be Siemens, GE or L&T

iii) Transmission lines totaling 5 KM

- From main downcomer DP (Above) 11KV transmission line totaling 5KM shall be constructed.
- 70 sq.mm AAAC bare conductor to be used for 11 KV OH line work with 13 mtrs high I type GI poles of adequate strength. Silicon pin type and disc type insulators, V cross arms, nut/bolts, guy sets, coil earthing, Channels etc shall be used. Whatever materials required for overhead line erection, commissioning and testing bidder shall be carried out.
- The maximum line span between two poles shall be maintained 40 meters. stay/ Guy wire support at every required poles shall be provided. DP structure shall be provided at every ten-pole span with stay/ Guy wire support.
- All the erected 11 KV poles and DP structures shall be protected by connected single run stranded Aluminum conductor with insulator mounting as earth wire throughout the line length and to be connected with providing separate pipe earthing earth pit at every four to five pole span in addition to separate pole earthing through 8 SWG GI wire inside PVC pipe.
- At every poles/ DP structure shall be locally earthed by coil earthing of 8-gauge GI wires in PVC pipe.
- Road crossing, 3C x 300 Sq mm XLPE Al UG cable of maximum length 300 mtr shall be used.
- All insulators shall be Insulation level of 22 KV class- minimum.

iv) Area Compactible Substations (total-05Nos.)

Each area CSS shall be equipped with followings: -

- OH, Link from 11 KV OH transmission line shall connect to area DP.
- 11KV Area DP structure shall be consist of DP poles, DO, Isolator, LA, at least 02 nos. of Earthing pit, etc.
- 11KV 3Cx300Sq mm Al armored XLPE cable from DP shall be connected to area CSS.
- 6.6KV/415V area CSS shall house RMU with Both side Isolators, Breaker, 6.6KV/415V- 1000KVA Dry transformer with suitable group having Neutral on LT side, with VCB on 11 KV side with all auxiliaries and operating panel with operation and multi parameters monitoring (including-V, I, PF, etc), Protection, control, etc facilities.
- The area CSS shall also house 1 nos of 1000amp LT breaker, 4 nos. of LT SFU with RCBO inside outgoing LT Panel.
- CSS shall be placed on a frame of at least 3 feet high and A roof of GI sheet shall be constructed over the CSS. Related Civil concrete foundation shall also be constructed.
- Two nos. of LA of suitable height with 2 separate Earthing pits and connections shall be constructed for CSS safety.
- The make of CSS and transformers shall be Siemens, GE or L&T

v) 250KVA and 120KVA DG Sets with emergency Supply Boards (01 nos. each)

- 01 nos. of emergency LT supply boards OUTDOOR (ACDB) with 2 nos. incomer 1000A breaker, Bus bar and 2 Nos. of 1000Amp out going 1. Nos LT breaker and 2 nos. 400 amp outgoing SFU with RCBO suitable to use in outdoor condition shall be constructed and connected at Admin Building CSS.
- Incoming for above ACDB shall be taken from (a) CSS Outgoing and (b) DG set
- 1 Nos. of 250 KVA DG Sets each with AMF panel complete with multiparameter monitor, protection and control and auto manual change over facility connected at Admin building CSS .
- 01 nos. of emergency LT supply boards OUTDOOR (ACDB) with 2 nos. incomer 1000A breaker, Bus bar and 2 Nos. of 1000Amp out going 1. Nos LT breaker and 2 nos. 400 amp outgoing SFU with RCBO suitable to use in outdoor condition shall be constructed and connected at “Weighbridge & Main gate” CSS.
- 1 Nos. of 120 KVA DG Sets each with AMF panel complete with multiparameter monitor, protection and control and auto manual change over facility connected at “Weighbridge & Main gate” CSS.
- 02 Nos. of LA at each DG shall be of proper height and proper earthing shall be done with 02nos. of earthing pit.

- 'Silent Type' Diesel Generating set Including obtaining of statutory approvals required for installation and operation of DG set. along with having Prime Power Rating of as above KVA, 415 volts at 1500 RPM, 0.8 lagging power factor at 415V suitable for 50 Hz, 3 phase system & for 0.85 Load Factor.
- Diesel engine 4 stroke water cooled, electric start, of suitable BHP at 1500 RPM suitable for above output of alternator at 40 Degree C, 50% RH & at 1000 Meter MSL and conforming to BS 5514, BS 649, IS 10000, capable of taking 10% over loading for one hour after 12 hours of continuous operation. The engine will be fitted complete with all the required accessories. E.g.
- Fuel piping, Exhausts piping.
- Supplied DG Set along with acoustic insulation with fire-redundant acoustic foam to batter the statutory norms of 75 db at 1 meter distance under free field condition.
- Water Level, temperature indication, Lubrication oil pressure indication, Lubrication oil temperature indication, Battery charging indication, RPM indication, Low lub. Oil trip indication, Engine Hours indication
- Synchronous alternator rated at above KVA, 415 volts 1500 RPM, 3 phase 50 Hz, AC supply with 0.8 lagging power factor at 40 Degree C, 50% RH & at 1000 Meter MSL. The alternator shall be having SPDP enclosure, brushless, continuous duty, self-excited and self-regulated through AVR conforming to IS: 4722/BS 2613 suitable for tropical conditions and with class F/H insulation.
- Dry exhaust manifold with Residential exhaust silencer and catalytic convertor
- 24V DC starting system comprising of starter motors : voltage regulator and arrangement for
- Initial excitation complete with 02 nos. of batteries (25 plates, 210 Amp. Hour capacity lead acid type) x Two sets with main and standby provision including Float cum boost Charging arrangements shall be provided
- Civil foundation and GI sheet Shade over DG, other works shall be carried out as per requirement and as per IS standards.
- The exhaust of the DG Chimney shall be at a height of minimum 3.5Mtr above foundation of DG.
- Above quantity is for 01 set of CSS. The Same shall be repeated for total 05 set CSS, at different locations of main gate & weigh bridge, Admin Office, MDO Office, Mining and dump yard.
- The make of DGs shall be Crompton, Cummins or Kirloskar.

vi) High mast lighting Tower (total-06Nos.)

- The scope of this specification covers the design, manufacture, supply, transport, installation, testing and commissioning of the complete lighting system, using

Raising and Lowering type of High mast Towers, luminaries having Stainless Steel reflectors and including the Civil Foundation Works.

- High mast tower height shall be minimum 30 mtrs.
- lighting of 12*350W LED fixture and 200 mtrs incoming cable, operating panel with lighting transformer as per requirement
- motorized and manual provision for up- down movement of ring.
- 02. Nos. of LA at each high mast shall be on top of the tower and proper earthing shall be done to 02nos, of earthing pit.
- Minimum Yield Strength =: 355 N/sq. mm for thickness < 30 mm
- Tensile Strength > 490 N / sq. mm.
- Elongation Limit for thickness between 3 mm and 30 mm : 22%
- Each high mast shall be with a panel for operation and a power saving panel.
- Civil foundation and other works shall be carried out as per requirement and as per IS standards.
- Above quantity is for 01 set of highmast. The Same shall be repeated for total 06 set of high masts at different locations.

5. Testing & Commissioning

The Agency shall perform all tests necessary to ensure safe and reliable operation of the electricity supply system/ Project including but not limited to:

- HT line tests: megger, insulation resistance, continuity, earthing tests
- Transformer & CSS tests including ratio test, IR test, vector group test, functional checks
- RMU and LT panel testing including protection relay settings
- DG set testing including no-load and load tests, fuel system checks, control panel operation
- High mast testing including illumination testing (lux levels), winch operation test

a. Testing at Agency's Premises

- (i)** The relevant test certificates for all devices as per standard shall be submitted to EIC of GMDC prior to supply.
- (ii)** All equipment shall be tested in accordance with the standards specified to determine its performance. The Agency shall furnish the procedures and methods of testing used to determine the performance of devices.
- (iii)** GMDC may, at its sole discretion, arrange Pre-Dispatch Inspection at Agency's facility. For the inspection, at least one-week prior intimation should be given to GMDC's corporate office and respective project site stakeholders by the Agency.

b. Testing at the site of installation

- (i) Upon delivery of material, the Agency shall inspect all material and components at site and confirm that the devices/components are without any damage/ Faults and also check whether supplied equipment is complying with GMDC passed specifications immediately after arrival of the equipment/devices at each Location.
- (ii) Thereafter, the bidder shall undertake installation and commissioning activities as per the Electrical Inspector and DGMS guidelines.

c. Commissioning of the system:

- (i) On completion of Supply, erection and installation of each component of the electrical supply system/Project, the Agency shall carry out tests at site to prove that each item supplied (i) complies with the requirements and in accordance with the specifications (ii) to prove that the equipment supplied is capable of achieving the performance parameters specified as well as check the compliance with statutory & regulatory parameters and (iii) undertaking the system integration and joint testing of HT and LT networks (iv) undertaking security/safety checks/ tests and (v) obtaining and submission of all statutory and regulatory approvals from the relevant Government Authorities.
- (ii) Upon successful performance tests and commissioning of the total system, the Agency shall notify the authorized representative of GMDC for demonstration / trial run for 7 days uninterrupted power supply. If any supply disturbance from outside the mine like OPTCL/ TPCODL happens, which shall not be attributable to the bidder fault, that shall be deemed as normal. Before taking up the trial run of individual units in an integrated system, it should be tested under actual condition for their proper performance and rated capacity.
- (iii) A list of defects observed during the trial run for commissioning will be rectified without any extra cost and in a reasonable time.
- (iv) In case the Agency shall be unable to match the agreed performance parameters, the Agency shall carry out necessary modifications to achieve desired results without any extra cost. In such case the commissioning trial of the system shall be demonstrated again for the next 7 days on a continuous basis.
- (v) After the commissioning, the Agency shall submit all tests reports to GMDC for the approval. GMDC/Authority shall issue the Commissioning Certificate upon successful trial for a period of 7 days. The Issuance of Commissioning Certificate shall indicate start of the Warranty Period.

6. Turnkey responsibilities

Any other work not defined above but ascertained to be necessary for the successful installation and commissioning of the system shall also be undertaken by the Agency.

7. Statutory & Obligatory Approvals

The Agency shall obtain all following necessary statutory clearances and approval from Government of Odisha.

- Chief Electrical Inspectorate (CEI), Government of Odisha approval for 11 kV overhead lines, for commissioning of electrical installations, Fitness certificate for switchgear, transformers, DG sets, LT panels and CEI inspection for safety & statutory compliance.
- DISCOM/Power Distribution Company in Odisha approvals for new power connection Load sanction (Contract Demand approval) and metering approvals.
- Approvals from Odisha Pollution Control Board (OPCB) for Consent to Establish (CTE) and Consent to Operate (CTO).

Even if installation work is completed and project is complying with the performance parameters , the Project shall only be considered commissioned if all Statutory & Obligatory Approvals are obtained and submitted to GMDC.

B. Part 2: 8 years Comprehensive Annual Maintenance Contract support (CAMC) for Project with preventive and corrective maintenance along with Spare Changes , Repair, inventory material and Manpower deployment.

The Agency shall be responsible for providing CAMC support for 24*7*365 days to GMDC for managing the complete electrical infrastructure of the mine for a period of 8 years including two years of Warranty Period from the commissioning date of the Project. During CAMC period, the Agency shall be completely responsible for CAMC support for ensuring the Service Levels/ Project Performance Parameters as defined in Section IV of this RFP. The scope of work for the CAMC shall include.

- (i) Preparing the Maintenance Manual elaborating the regular, preventive and major maintenance tasks including SOPs and method of maintenance.
- (ii) Undertaking Major maintenance comprising of repair and or replacement of defective components of the installed electrical infrastructure, including HT conductors, insulators, poles, switchgear modules, RMUs, transformers within CSS, LT panel components, DG set parts, high-mast luminaires/control gear, power cables, earthing systems, and any associated elements required to restore full functionality/ operations as per SLA requirements.
- (iii) Undertaking regular minor maintenance including regular upkeep of all installed systems, including inspection and tightening of HT/LT terminations, cleaning and servicing of equipment, testing of protection relays, oil-level and health checks for transformers, periodic servicing of DG sets (engine, alternator & control panel), lubrication, high-mast lowering/raising operations, and verification of illumination levels, ensuring safe and continuous operation.
- (iv) Ensuring an inventory of essential spares so as to ensure quick breakdown maintenance during warrantee period.
- (v) Providing accommodation for the Agency's staff at its own risk at cost.
- (vi) Undertaking all activities as specified below.

a) Regular Maintenance:

The Agency shall carry out the below-mentioned activities at GMDC's respective project mine site on daily basis.

- The agency shall maintain the complete Electricity Supply System/Project on 24 x 7 basis throughout the contract period.
- The Agency shall carry out daily visual inspection of all electrical installations and infrastructure.

- The Agency shall check for loose connections, overheating, and any abnormal noise or smell during daily rounds.
- The Agency shall perform routine checks of DG sets, lighting systems, and all auxiliary equipment including main equipment's.
- The Agency shall maintain a manual register specifying the maintenance activities performed and get the signature of competent/ authorized GMDC personnel. The invoices are to be processed only after submission of such a register.
- The Agency shall inspect all components of the Electricity Supply System/Project as per the predetermined frequencies or as per the direction of authorized GMDC personnel. Such inspection shall include but not be limited to HT conductors, insulators, poles, switchgear modules, RMUs, transformers within CSS, LT panel components, DG set parts, high-mast luminaires/control gear, power cables, earthing systems. The Agency shall submit the inspection report duly signed by its authorized representative and verified by EIC. If any dispute arises then decision of respective mine site General Manager (Project) shall be binding to both.
- Agency in consultation with GMDC shall prepare SOPs/ Checklist for daily verification and checking of the Electricity Supply System/Project to ensure the complete availability of the System. The verifications shall be carried out by the Agency on a daily basis and recorded in a register. GMDC may also prepare a checklist for the joint inspection and accordingly the joint inspection with the GMDC staff shall be carried out.
- **Monthly Activities**
 - The Agency shall conduct a detailed monthly inspection of all electrical equipment, panels, and distribution systems.
 - The Agency examine transformer oil levels, breather condition, and overall transformer health.
 - The agency shall perform functional testing of DG sets, including fuel system, battery condition, and load trials.
 - The agency shall clean and lubricate mechanical and electrical components wherever required.
 - GMDC shall also get the third party to undertake the inspection of the Electricity Supply System /Project if so required. Agency shall have to cooperate with the third party during such inspection.
 - The Agency shall maintain a register specifying logs of testing activities performed duly signed and submit it to respective project site GM. The Agency shall submit this register to GM (Project) by the 5th of every month.

b) Corrective Maintenance

- The Agency will carry out major maintenance work including the repair and or replacement of faulty electrical equipment, cables, control panels, protection devices, LT/HT components, DG set parts, lighting systems, and any associated civil, mechanical, or electronic components, so as to maintain Service Levels at its own costs for all commissioned electrical components as part of the Scope of Work.

- The Agency shall need to get prior approval of the GMDC with respect to make of the parts prior to replacement activities. GMDC shall verify the make and accord the approval for the replacement for respective component.
- Emergency support should be available by the agency round-the-clock at the project site.
- The agency shall undertake the fault diagnosis for identifying the root cause of any detected issues at the Electricity Supply System. If required, the agency shall also call expert at no additional cost to GMDC for issue resolution.
- The agency will respond with corrective measures to breakdowns or malfunctions.

c) Training and handholding support to GMDC Project team

- The agency will provide training for staff and operators pertaining to the following:
 - Proper usage and maintenance procedures
 - Safety
 - Training in troubleshooting including troubleshooting of software (if applicable).

d) Documentation and Reporting:

- The Agency will maintain logbook in coordination with GMDC specifying maintenance report, recording all activities performed throughout the day for Electricity Supply System as per the regular and corrective maintenance requirements mentioned above.
- The Agency will maintain all documentation for regulatory audits compliance.
- The Agency will also maintain detailed reports on breakdown incidents and the respective subsequent corrective measures performed.
- The Agency will follow all the provisions of applicable laws such as Mines Act / Labour law / Workman Compensation Act etc.
- The Agency shall provide accurate data, reports, and information as regards to the comprehensive maintenance of the Electricity Supply System as required by GMDC from time to time.
- The Agency shall attend promptly the meetings with GMDC and/or its representative as and when required.
- The Agency shall comply with all statutory requirements and assist GMDC in reporting the same to statutory authorities as and when required.

e) Spare Parts Management:

The agency shall undertake activities pertaining to spare parts management as and when required at the respective project sites.

- The Agency shall maintain an adequate stock of essential spare parts, consumables, and replacement materials required for uninterrupted operation of the electrical systems. List of Inventory to be submitted to GMDC.
- The Agency shall ensure timely procurement and availability of OEM-recommended spare parts or the same-level equivalent product throughout the contract period.
- The Agency shall maintain updated records of spare parts inventory, usage, and replenishment cycles.

f) Performance Monitoring

- The Agency shall provide feedback mechanisms to GMDC on measures required for improving the service quality at the respective project site.
- The agency shall continuously monitor the performance and operational status of all electrical systems throughout the contract period.
- The agency shall analyse trends and recurring issues to improve system reliability and efficiency.
- The agency shall ensure that all systems meet the required service levels and operate within prescribed technical standards.

g) Manpower deployment

- The Agency shall deploy following manpower after successful commissioning of the system during Warranty Period and Comprehensive Annual Maintenance (CAMC) for operation and maintenance.

Sl no	Type of manpower to be deployed	Number of Personnel	Qualification/ Years of Experience	Type of Experience
1	Site in Charge	1	BE-Electrical with 3 years' experience or Diploma-Electrical with 5 years' experience	Suitable experience in O&M of Electrical system having system voltage 3.3/6.6/11 KV or more
2	Technician	3	BE-Electrical with 1 years' experience Or Diploma-Electrical with 3 years' experience Or ITI in Electrical/ Wireman/ equivalent with 5 years' experience	Suitable experience in O&M of Electrical system having system voltage 3.3/6.6/11 KV or more
3	Helper	4	At least 7 th class pass with 2 years' experience	Suitable experience in O&M of Electrical system having system voltage 3.3/6.6/11 KV or more.

- The Agency shall maintain sufficient manpower of above category wise to handle public holidays and leave, etc.

- All above manpower 1 nos. Site In charge in General duty hours, 1 Nos Technician and 1 no. helper in each shift of 3 shift a day, shall report on duty every day of the year. However, Duty hours of the manpower can be changed by EIC-GMDC.
- The above manpower shall be supplied after successful commissioning of the system, during O&M period for operation and maintenance including housekeeping, cleaning of equipment as ordered by GMDC.
- For major maintenance work or for timely completion of the any work of breakdown, if extra manpower is required during O&M period, the extra manpower shall be arranged by the bidder on bidder's cost and risk. No extra payment shall be payable by GMDC.
- No extra payment shall be payable by GMDC on account of PH, Compensatory Day, Over time, etc.
- The Bidder shall provide safety PPEs to its manpower.
- GMDC shall not pay anything extra above the quoted rate.
- The Agency has to follow minimum wages and relevant labour laws and other applicable statutory obligations for these manpower. The Agency shall pay overtime, insurance, PF from its own pocket. Accordingly, the price shall be quoted.
- The Agency will ensure quick troubleshooting of any issues ensuring smooth operation.
- All tools and Tackles for normal operation of the electrical system shall be provided by the Agency to its manpower
- Manpower should be medically examined, trained and duly authorized as per government laws.
- The Agency shall have to take all types of insurance of the manpower deployed at project site at its own cost throughout the contract period. All liabilities pertaining to injuries/ death of the Agency's staff during the duty hours shall rest with the Agency.
- The Agency should deploy manpower as per the requirement and consider the cost including relievers.

h) Health and Safety Compliance

- The Agency will adhere to safety standards and protocols during maintenance activities for GMDC's project site.
- GMDC expects its Agency to follow guidelines of SA 8000:2014 on the following aspects
 - i. Child Labour
 - ii. Forced or Compulsory Labour
 - iii. Health & Safety
 - iv. Freedom of Association & Right to Collective Bargaining
 - v. Discrimination
 - vi. Disciplinary Practices
 - vii. Working Hours
 - viii. Remuneration
 - ix. Management System

- The Agency will comply with environmental regulations for waste disposal and hazardous materials handling.
- The agency shall be solely responsible for the safety aspects of the team deployed and shall adhere to safety standards while undertaking the maintenance activities at the project site.

C. Project Takeover Procedures after the end of the Contract Period:

- (i) After completion of the Comprehensive maintenance contract period, if no extension is granted by GMDC, the Agency shall have to leave the project site without any condition and hand over all the Project in working conditions along with relevant documents required for operation and maintenance etc.
- (ii) The takeover process shall be initiated at least 45 days before the actual date of expiry of the Contract Period by a joint inspection by both the Parties. GMDC shall, within 15 days of such inspection prepare and furnish to the Agency a list of works/ jobs/ additions/ alterations, if any, to be carried out to bring the Facility to its normal working condition at least 7(seven) days prior to the date of expiry of the Contract Period. The Agency shall carry out such works/ jobs/ additions/ alterations, if any, at its own cost and to the complete satisfaction of GMDC.
- (iii) In case the Agency fails to carry out the above works within the stipulated time, GMDC shall be at liberty to have these works executed by any other person at the risk and cost of the Agency and any cost incurred by GMDC in this regard shall be reimbursed by the Agency to GMDC within 7 days of receipt of demand provided reasonable supporting documents are provided.
- (iv) In case of default in payment of such costs by the Agency, GMDC shall without prejudice to any other right/ remedy available to it under this Agreement, have the right to adjust the Performance Security to recover such dues or set off any other amounts payable.

D. Project Scope Boundaries

For the purpose of defining the Project Scope boundaries, the Agency's Scope boundaries are defined as below.

- a. The Agency scope shall start from the metering point of 11KV supply from TPCOD Limited.
- b. The scope end at 11/.415KV CSS outgoing terminals and High mast lighting for Mine and Dump Yard.
- c. In case of Admin Building and "main gate & Weighbridge" 02 nos. locations, the scope ends at 11/.415KV CSS outgoing terminals and High mast lighting, including DG and ACDB boards.

- d. All incoming and outgoing cables shall be in the Agency's scope. All breaker and CSS shall be equipped with adequate and suitable Monitor, measurement, Protection and control devices. High masts Lighting shall be with incoming and outgoing cables and operation and control panels. All Civil / Mechanical foundations, Shades and other structures as per requirements shall also be constructed.

E. Other Terms and Conditions

- (i) The equipment shall have no defects arising out of design, engineering, manufacturing, supply of material or workmanship & each part and / or complete system shall be warranted for 24 months after the date of successful commissioning of equipment. The warranty shall cover the total system.
- (ii) The Agency shall be responsible for any defect that may, under any conditions, arise due to faulty materials, design or workmanship, etc and shall remedy such defects at his own cost. If it becomes so necessary for the Bidder to replace or to renew any defective part, such replacement or renewal shall be made by the Bidder at no cost to GMDC on FOR Destination basis within 7 days from the date of intimation by GMDC in this regard. The Agency will be required to stock items to take care of warranty failures/failure during Maintenance period.
- (iii) The defective equipment shall be replaced by Agency at its own cost during the Warranty Period and CAMC period.
- (iv) All required civil works for construction of foundation for shelter etc. will be in the scope of the Agency.
- (v) Documents and drawings to be supplied
- Single line diagrams,
 - Complete set of drawings for the electrical system indicating Structural, Architectural, Illumination, Ventilation details.
 - Drawings for operation, protection & control,
 - General Arrangement drawings.
 - Power supply distribution scheme.
 - Technical literature/ catalogues
 - Datasheets of the equipment offered.
 - Wiring diagram.
 - System Configuration Drawing.
 - Power Distribution Scheme.
 - Earthing Scheme.
 - Communication Drawing.
 - Operation manuals for each of the equipment.
- (vi) **Quality and Workmanship**
- a) All the equipment supplied, and materials used shall be new and best of their respective kinds and shall comply with the latest revision of relevant Indian/International standards. They shall also comply with all statutory

requirements of DGMS, Electrical Inspector, GOI, GOO, GOG.

- b) The Bidder shall submit necessary testing and inspection certificates for the materials under the Bidder’s scope of supply.

(vii) Makes of Equipment

All equipment/item shall be un-used and brand new and of reputed make as given.

(viii) Safety

- a) For all the safety appliances/kits required for the personnel during erection and commissioning, the bidder shall arrange the same.
- b) The safety precautions shall conform to norms set by relevant safety regulations and Safety practices.
- c) As per the requirements, the Agency shall provide danger boards, safety charts, fire extinguishers, sand buckets etc. at all substations.
- d) All the workers of the Agency should have training in safety before starting the work.

(ix) Earthing

The Agency shall complete the earthing of all equipment for lightening and for shelter. The earthing system shall be as per the latest revisions of IS 3043.

F. Deliverables and Timeline

The deliverables and timeline for the Project are specified below.

Sr. No	Deliverables	Timelines	Cumulative Timeline for reference (In Months)
1	Submission of Design, engineering, Planning, with detailed specification and drawings, Bill of materials to EIC, M/s GMDC Ltd.	Within 1 month of signing agreement	1 month
2	Submitted documents shall be checked and passed by GMDC if in line with GMDC requirement. If any deviation, then deviations shall be rectified by the bidder as per GMDC requirement and resubmitted to GMDC.	Within 7days of receiving remarks (maximum 4 repetitions)	1 month

Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha

3.	Manufacturing of materials at OEM/ Agency's site and keeping ready to supply at Project site	Within 4 months after getting Go ahead email from GMDC	5 Months
4.	Supply and storing of all materials at Project site in the Agency's custody	Within 1 month after getting Go ahead email from GMDC	6 Months
5.	Installation and commissioning of all electrical system inside mine including statutory clearances as per the RFP terms	Within 4 months after getting Go ahead email from GMDC	10 Months
Total Period for completion of the work			10 Months
6	Warranty Period	24 months from the Commissioning Date	34 Months
6.	CAMC Period	72 months form the date of end of Warranty Period	106 months

SECTION III: SERVICE LEVEL AGREEMENTS

The Authority shall monitor the Agency's performance/ Electricity Supply System's performance through comprehensive Service Levels described in this section.

The Agency shall have to abide by the Service Levels as specified below. In case of a breach of Service Levels, the corresponding damages as defined below shall apply (the "Service Levels").

The total Damages/ Penalties under this RFP shall be capped at 10% of the Contract Value.

The Service Levels are categorized as follows.

1. Delay in Supply, Installation, testing & Commissioning of the Project
2. Breach in Performance parameters during the Warranty Period and CAMC Period

Each of above service levels is further specified below:

1. Delay in Supply, Installation, testing & Commissioning of the Project

- (i) The Agency shall adhere to the time schedule specified in Section II Clause F of this RFP for the timely supply, installation and commissioning including assisting in obtaining Statutory clearances.
- (ii) In case the Agency fails to adhere to the timeline for the entire supply commissioning of the Electricity Supply System/Project, 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 equivalent to **0.5%** of Value of Contract Price only limited to the Value of Design, Engineering, Supply, Installation and Commissioning of the Electricity Supply System per week of delay subject to maximum of **10%** of Value of Contract Price excluding CAMC charges. Such damages shall be recovered from the next bill/ invoice of Supplier.
- (iii) In addition to sub clause (ii), If any delay is anticipated by the Agency 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 Agency shall forthwith inform the Authority in writing of such anticipated delay and of the steps being taken by the Agency to remove or reduce the anticipated delay, and shall promptly keep the Authority informed of all subsequent developments. The Agency shall submit the status through fortnightly Progress Report to the Authority.

2. Breach in Performance parameters during the Warranty Period and CAMC Period

Service Level Item	Target Service Level	Measurement Period	Measuring Methodology	Damages
Availability of Manpower	Availability of Manpower on daily basis = 100%	Daily but deducted on Monthly basis	Attendance registers signed by Agency and Counter signed by GMDC site staff/ authorized representative.	The damages/ penalty shall be equal to 1.1 times the wage price equivalent to absentee days for a particular resource in a month . The prices for wage rates shall be derived on prorated basis as per the prices quoted by the Agency for that particular resource as specified in Table 2 of Section IV of the RFP.
Resolution time for minor breakdown	Meet the specified resolution timeframe for minor breakdowns- 4 hours.	Daily but deducted on Monthly basis	Incident log book duly signed by Agency and authorized representative of GMDC	If the issue is not resolved within 4 hours, then the penalty/Damages will become applicable as follows: 4>to <6hrs = Rs 300 per hour >6 hrs = Rs 500 per hour until the issue is resolved.
Resolution time for major breakdown	Meet the specified resolution timeframe for major breakdowns- 12 hours	Daily but deducted on Monthly basis	Incident log book duly signed by Agency and authorized representative of GMDC	If the issue is not resolved within 12 hours, then the penalty will be a Rs. 800/- per hour until the issue is not resolved.
Breach in Statutory obligations	Valid HT certificate to firm , supervisor and workmen issued by ELBO	Monthly	Submission of Valid Certificate	Breach would attract damage of Rs 1000 per day till the Valid certificates are obtained and submitted to GMDC

Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha

<p>Breach in DGMS and Government of Odisha's guideline related to Safety of personnel deployed and to third party staff</p>	<p>No of Incidents related to safety</p>	<p>Daily but deducted on Monthly basis</p>	<p>Incident log book duly signed by Agency and authorized representative of GMDC</p>	<p>Breach would attract damage of amount equivalent to Rs 5000 Per incident for Less severe incidents. In case of higher severity, the damages equivalent to severity of breach shall become applicable.</p>
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SECTION IV: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Bidding Process

- a. GMDC has adopted a two-stage online bidding system separately for Technical Bid and Financial Bid with evaluation as per the Lowest Price Bid basis as per the Evaluation Method as detailed out in this RFP for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha (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. Price Bid to be submitted online only and 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 on L1 basis as detailed out in clause 5.2 and thereafter Bidders shall be ranked from the Lowest to the Highest as per the Value of Price Bid. The Bidder who shall determine the Lowest shall be considered as Preferred Bidder (the “Preferred Bidder”).
- e. The bidders are required to quote Fees as defined in the financial bid format as provided in Annexure 8 of this RFP for executing Scope of Work as specified in SECTION II.

1.2. Due Diligence

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

1.3. Acknowledgement by Bidder

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

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

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

1.4. Cost of Bidding

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

1.5. RFP Fee

- a. Bidder will need to submit a nonrefundable RFP Document/Tender Fee of **INR 17,700 (i.e., RFE fees inclusive of GST – INR 15,000 + INR 2700 GST)**. The RFP Document Fees shall be submitted only 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:

ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

IFSC code: ICIC0000024

- b. If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.
- c. The Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for the RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in an acceptable amount and form shall considered non- responsive and shall be summarily rejected.

- d. The Bidder registered as MSME with Udhyan Registration is exempted by GMDC for paying RFP Fees and EMD. However, no price preference over the quoted rate will be considered. GMDC reserves the absolute right / discretion to accept and / or reject the RFP at any stage of RFP process or invite fresh bid without assigning any reason thereof. GMDC reserves the right to split the work between more than one bidder.

1.6. Schedule of Bidding

#	Event Description	Date, Time and Address																								
1.	Brief Description of work	Selection of Agency to Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha																								
2	Date from which RFP documents will be available	RFP shall be available from 09/03/2026 from website http://www.gmdcltd.com & https://gmdc.nprocure.com																								
3	Last date for receiving Pre-Bid queries/ clarifications	<p>Bidders may send their queries by 23/03/2026 up to 17:00 hrs to the following contacts or reach out for any assistance.</p> <p>Contact Person: GM (Tech - II) Contact numbers: 97277 92768 E-Mail: brmahato@gmdcltd.co.in and gm.cpd.co@gmdcltd.com</p> <p>Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>The queries are to be submitted in the following format in Excel format:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">Bidders Request for Clarification</th> </tr> <tr> <th style="width: 25%;">Name and Address of the Organization submitting the request</th> <th style="width: 25%;">Name and Position of the Person submitting the request</th> <th colspan="2" style="width: 50%;">Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td colspan="2">Tel:</td> </tr> <tr> <td></td> <td></td> <td colspan="2">Mobile:</td> </tr> <tr> <td></td> <td></td> <td colspan="2">Email:</td> </tr> <tr> <th style="width: 25%;">Sr. No.</th> <th style="width: 25%;">RFP Document Reference</th> <th style="width: 25%;">Content of RFP</th> <th style="width: 25%;">Clarification sought</th> </tr> </tbody> </table>	Bidders Request for Clarification				Name and Address of the Organization submitting the request	Name and Position of the Person submitting the request	Contact details of the Organization / Authorized Representative				Tel:				Mobile:				Email:		Sr. No.	RFP Document Reference	Content of RFP	Clarification sought
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Sr. No.	RFP Document Reference	Content of RFP	Clarification sought																							

#	Event Description	Date, Time and Address			
			(Section and Page No.)	requiring clarification	
		1.			
4	Pre-Bid Meeting	Pre-Bid Meeting will be held on 27/03/2026 at 12:00 Hours. The venue the of pre-bid meeting will be the Corporate Office, GMDC, Ahmedabad (Gujarat).			
5	Online Submission of Price Bid	The Price Bid is to be submitted online only at the designated place on https://gmdc.nprocure.com 16/04/2026 up to 18:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification. Technical Bid is not to be submitted online but should be submitted in physical offline mode after the submission of the Price Bid at the designated address by the deadline mentioned.			
6	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 18/04/2026 up to 18:00 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.			
7	Opening of Technical Bid	On 20/04/2026 AT 12:00 Hrs. at GMDC office			
8	Opening of Price Bid	To be indicated later after the completion of the Technical Evaluation			
9	Signing of Agreement	Within 30 days from the date of issuance of LOA.			

#	Event Description	Date, Time and Address
10	<p align="center">General and Important Terms and Conditions</p>	<p>GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bids at any stage or split the work between more than one Bidders as the case may be.</p> <p>The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between the publication of notice and submission of bids of the RFP on the website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum.</p> <p>GMDC reserves the right to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on https://gmdc.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit a bid online in the 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 endeavor to adhere to the bidding schedule as specified above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

2. GENERAL

2.1. Bid Validity

- a. Bids shall remain valid for a period of not less than 180 days (One Hundred and Eighty days) from the Bid Due Date/Bid Submission Date (the “Bid Validity Period”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less than 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 IV in all respects.

2.2. Numbers of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such all 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) The bid does not meet the Pre-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 6,00,000 (rupees Six Lakh only)** shall be provided in favor of "Gujarat Mineral Development Corporation Ltd", in the form of Account payee only Demand Draft from any bank among the list of scheduled commercial banks in India published by RBI.
- b. The Bidder registered MSME with Udhyaam registration is exempted by GMDC for paying RFP Fees and EMD. However, no price preference over the quoted rate will be considered.
- c. Any bid not accompanied by a valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- 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 upon acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- f. The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- g. GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and

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

- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION IV;
- 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 the LOA
 - 2) to sign the Agreement within the time period specified by GMDC.
 - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. DOCUMENTS AND PRE-BID CONFERENCE

3.1. Content of RFP

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

Notice Inviting Tender

- SECTION I: Background
- SECTION II: Scope of Work
- SECTION III: Service Levels Agreements
- SECTION IV: Instruction to Bidders (ITB)
- SECTION V: Prices and Payment Terms
- SECTION VI: Contract Terms and Conditions
- SECTION VII: Annexures

3.2. Clarification of RFP Documents

- a. Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6 of Section IV. They should send in their queries on or before the date mentioned in clause 1.6 in order to enable the Authority to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall Endeavour to respond

to the queries in a short span of time prior to the Bid Due Date. The responses to queries will be uploaded on the website of GMDC <http://www.gmdcltd.com> and <https://tender.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.

- b. GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c. GMDC may also on its own motion if deemed necessary, issue interpretations clarifications, and amendments 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 the Authority, or its employees or representatives, shall not in any way or manner be binding on GMDC.

3.3. Pre-Bid Meeting

- a. The bidders are encouraged to visit mine site visit prior to attending the pre-bid meeting and as mentioned in this RFP document.
- b. A pre-bid meeting would be held at the time and an address specified in clause 1.6 of Section IV. Bidders shall bear their own cost of attending any pre-bid meeting.
- c. During the course of the pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- d. Clarifications/responses would be shared by uploading such responses online only at the website of Authority (i.e. <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>) if required in the form of an addendum and or corrigendum.
- e. Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

3.4. Amendment of Bidding Documents

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

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

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

4.2. Bid Currency

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

4.3. Format and Signing of Bid

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

4.4. Submission Format & Sealing and Marking of Proposals

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

Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on a turnkey basis, and 8 years of Comprehensive O&M at GMDC Baitarani-west Mine, Odisha.

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

Sr. No	Annexure No.	Particulars
1.	1	Letter of Bid Submissions signed by the authorized signatory of Bidder
2.	2	Bidder's Organization details: Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.
3.	3	Registered Chartered Accountants statement specifying audited Turnover for the last three years as per clause 5.1 of Section IV Audited Financial statements for the last three years as per clause 5.1 of Section IV
4.	4	No Blacklisting certificate on Stamp Paper
5.	5	Work Experience details
6.	6	The undertaking of information and document provided is true.
7.	7	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
8.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
9.		A pen drive comprising of soft copy of Technical Bid is also to be submitted as part of the Technical Bid

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

“Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha – Technical Bid”

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

“Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high

masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha – Bid submission”

Addressed to:

Contact Person: GM (Tech -II)

E-Mail: BRMAHATO@gmdcltd.co.in/ gm.cpd.co@gmdcltd.co.in

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

- c. Financial Bid/ Price Bid (Online) to be filled up at designated places only on <https://tender.nprocure.com> as per the format provided in Annexure 8.
- d. The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 4.5 of Section IV.

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 uniformly for all Bidders as per clause 3.4. In such an event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC <https://gmdc.nprocure.com>.

4.6. Late Submission

- a. Physical submissions for Technical Bid and EMD&RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b. The 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. The Bidder shall not be able to modify any part of its Bid after the Bid Due Date. In

order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after online submission thereof. The Bidder may online modify, substitute or withdraw its bid after submission, prior to the Bid Due Date and time.

- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall be disregarded.

5. BID EVALUATION CRITERIA

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

5.1. Qualification Criteria

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

- (1) The bidder should be a company registered under the Indian Companies Act 1956 / 2013 or LLP Act 2008 or registered partnership firm or Proprietorship firm.

The Bidder shall need to submit evidences in terms of Certificate of registration, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable

- (2) Consortium is not Permitted to participate in the Bid Process.
- (3) The Bidder should have valid 'HT' Electrical License issued by Electrical Licensing Board, Odisha (ELBO). The Bidder should submit the valid HT certificate with its Technical Bid.
- (4) The Bidder shall also submit the HT Supervisor Permit Certificate issued by ELBO (Electrical Licensing Board, Odisha) along with the bid, in compliance with the CEAR, 2010 regulations
- (5) The Bidder should have valid ELBO (Electrical Licensing Board, Odisha) license for all his workmen. If the same is not available now, then undertaking should be given to GMDC that such license will be obtained within 6 months from the date of award of Contract , if applicable. The Bidder should submit the ELBO (Electrical Licensing Board, Odisha) license for all his workmen/ Undertaking as above.
- (6) Bidder shall have an average audited annual turnover of ₹4.2 crore in **any three (3) continuous years out of the last five (5) financial years (FY 2019–20 to FY 2024–25)**. The Bidder should submit the Certificate(s) from statutory auditor with all relevant details from the bidder. The bidder shall provide a copy of any 3 of the annual audited report to ascertain its turnover.

- (7) The Bidder should have successfully completed or substantially completed **Similar Nature of Works** during last seven years 01/01/2019 to 01/01/2026 should be either of the following: -

Three similar completed works each costing not less than the amount equal to Rs 5.6 crore **or;**

Two similar completed works each costing not less than the amount equal to Rs 7 crore **or;**

One similar completed work costing not less than the amount equal to Rs 11.2 crore

“Similar Nature of Work” is defined as below.

“Supply, installation, testing and commissioning of minimum of 11 KV overhead and underground electrical network with relevant accessories in government/semi government/private sector/PSUs.”

Substantially completed work means the work for which 80% payment received.

The Bidder must submit the Copy of Work Orders/ supply Order/ Agreements and Completion Certificates/Client Performance Certificates.

- (8) The Bidder should have executed O&M works related to 11KV Network or 33KV Network or 33/11KV Substations Operations in any Distribution utility for at least one year in last seven years. The Bidder must submit the Copy of work order / completion certificate to be submitted in this regard.
- (9) The bidder should not have been blacklisted by State/ Central Government Agencies in India as on the date of bid Submission.
- (10) Submission of Undertaking by the Bidder on the following as per Annexure – 11.
- (11) The Bidder should not have conflict of Interest as per the clause 9.

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 prices for the 11 kV Electrical Supply System/Project in three separate formats, as specified in Annexure-9 of this RFP:

1. Prices for Supply, Installation, Testing & Commissioning (SITC) of Electrical Supply system/Project

The price for above shall be inclusive of all taxes including GST. GST shall be specified separately. Total service fees inclusive of GST shall be taken into account for evaluation.

2. Price for Deployment of Manpower During Warranty Period: Bidders shall separately

quote the cost for providing skilled manpower required to operate, monitor, support, and maintain the Electricity Supply System during two-years of warranty period. The Prices for the deployment of manpower 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. CAMC Charges exclusive of GST shall be taken into account for evaluation.

3. Comprehensive Annual Maintenance Charges (CAMC) for Six years from the end of two years (2) of Warranty Period

It is to be noted that Bidders are required to quote rates for sr. no. 3 above from the third year onwards (Refer Annexure -9 on an annual basis, i.e. during each year from Year 3 to Year 8 of the Comprehensive Annual Maintenance Contract Period).

The Prices for the Annual Service charges for CAMC 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. CAMC Charges exclusive of GST shall be taken into account for evaluation.

- c) Payment shall be made based on detailed payment terms specified in this RFP.
- d) 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 all Bidders to demonstrate the above. In case of the Price Bid of the Bidder, which is unrealistically lower or Higher than internal estimate or market rate or Good Industry practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive. Authority also retains the right to cancel the bid and order re-bidding in the event of high costs in relation to above.

5.3. Credit from Parent / Subsidiary / Sister Concern for meeting the Qualification

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

- c) *Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern.*

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

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

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 in the presence of the Bidders who wants to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's name, the presence or absence of requisite RFP Fees and Bid Security, and such other details as the Authority in its sole discretion may consider appropriate, shall be announced at the opening of the Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 5.1.

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 the evaluation of Technical Bids (i.e., Pre-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 . Also the pen drive comprising of soft copy of Technical Bid shall be placed inside the Technical Bid envelope. The Price Bid is submitted online on e procurement portal only

(<https://gmdc.nprocure.com>) and properly as per the terms of the RFP.

- (ii) Technical Bid is accompanied by the RFP fee and the EMD as specified in clauses 1.5 and 2.5 of ITB, respectively.
 - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within the specified timeline.
 - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
 - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP).
 - (vi) It does not contain any conditionality; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
 - 3) Evaluation of Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids are determined to be responsive.

b) Assessment of Qualification Criteria

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

- (i) The Financial/ Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdc.nprocure.com> as per the indicative format specified in Annexure 8 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Qualification Criteria in accordance with Clause 5.1, shall be opened in the presence of such of the Bidders and/or their authorized representatives who wants to attend
- (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. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall evaluate the Price Bid in accordance with the provision set forth in clause 5.2.

6.4 Determination of Lowest Price Bidder

- (i) A Ranked list of bidders based on their Price in ascending order shall be prepared.

- (ii) The Bidder determining the Lowest (L1) as per the clause 5.2 shall be declared as Preferred Bidder (the “Preferred Bidder”) and considered for award after following the due process including negotiation.

6.5. Clarification of Bids and Requests for additional/missing information

To facilitate the 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 the 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 thereunder.
- (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 a fraudulent Bid, the Bidder is found to be involved in fraudulent and corrupt practice.
 - In case the Bidder has a Conflict of Interest.
 - A bidder makes an effort to influence the Authority in its decisions on the Evaluation process/Selection process.
 - While evaluating the Bid, if it comes to the 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 the proposal.
 - Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
 - A bidder who submits or participates in more than one Bid under this RFP.

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

then GMDC reserves the right to:

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

(iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by the issue of the LOA or entering into of the Contract, and if the Agency 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 Agency or the Consultant, as the case may be, without GMDC being liable in any manner whatsoever to the Agency or the Consultant. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7. Contacts during Bid Evaluation

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

6.8. Correspondence with Bidder

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

6.9. Confidentiality

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

7. SELECTION OF AGENCY AND SIGNING OF AGREEMENT

7.1. Notification of Award

- (i) Prior to the expiry of the Bid Validity Period, the Authority shall notify the Preferred Bidder(s) as the Successful Bidders through the letter that his/their Bid has/have been accepted (the “Successful Bidder(s)”). This Letter (“Letter of Award ”/ “LOA”) shall be issued, in duplicate.
- (ii) The Agency 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 Agency is not received by the stipulated date, GMDC may, unless it consents to an extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of the failure of the Agency to acknowledge the LOA and the next Eligible and Qualified Bidder may be considered.
- (iii) The Agency shall furnish the Performance Security in accordance with clause 7.3 within 30 days of the date of LOA.

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 30 (Thirty) days from the date of Letter of Award (LOA) (the “Execution Date”). The Agency shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of the Agreement (the “Contract”) is specified in Section VI of this RFP.
- (iii) The Agency shall get the correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 300 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of the Agreement, the successful bidder shall be called the “Agency”.

7.3. Performance Security

- (i) The successful bidder shall within 30 days from the date of LOA , furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, in the form of a Demand Draft or an unconditional and irrevocable

bank guarantee from GOG approved banks except co-operative banks from time to time (Annexure 11) as below (the “Performance Security”).

- a) The Performance Security of the amount equivalent to 10% of value of Supply, installation, Testing, commissioning and it shall remain valid up to end of the Warranty Period. The Successful Bidder shall submit this Performance Security within 30 days from the LOA.
 - b) At the end of the Warranty Period, the Performance Security shall be returned to the Agency without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.
 - c) The Performance Security amount equivalent to 10% of cumulative CAMC charges for all seven years shall be submitted 10 days prior to end of the Warranty Period and it shall remain valid till the end of CAMC Period of 6 years and three months thereafter.
- (ii) Above performance Security shall be submitted in favor of Gujarat Mineral Development Corporation Ltd, Ahmedabad and admissible and payable at the Ahmedabad branch from Approved Bank to Authority/ GMDC. The Performance Security shall be submitted in the form of BG/ DD/RTGS.
- (iii) In case the Contract Period is extended by the Authority then the Agency shall have to renew Performance Security for a period of extended Contract Period.
- (iv) If the Agency 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 as a whole or in part:
- a) In the event GMDC requires to recover any sum due and payable to it by the Agency including but not limited to Damages; and which the Agency has failed to pay in relation thereof; and
 - b) In relation to the Agency’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 encashed by GMDC in accordance with the provision of the Agreement. The Agency shall within 15 (fifteen) days of such encashment either replenish, or provide fresh performance security failing which GMDC shall be entitled to terminate this Agreement.
- (vii) At the end of the Contract Period, the Performance Security shall be returned to the Agency without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

7.4. Commencement of Work/Assignment

The Agency shall commence the Work within 30 days from the date of LOA, or such other date as GMDC may inform. If the fails to either sign the Agreement as specified in Clause 7.2 of this section or commence the assignment as specified herein, in such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

7.5. Proprietary Data

Subject to the provisions of 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. The bidder and the Agency, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to GMDC in relation to this Project pursuant to the Scope of Work shall be the property of GMDC.

7.6. Tax Liability

- (i) The provisions specified in section V shall become applicable for the tax liabilities.
- (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 Agency as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice

during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Agency as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:

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

9. CONFLICT OF INTEREST

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder's Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
- b) GMDC requires that the Agency provides professional, objective, and impartial advice and at all times hold GMDC's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.
- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
 - A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
 - (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
 - a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
 - (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also held;
 - 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 Agency will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions

or other information and/ or evidence submitted by or on behalf of any Bidder.

- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership or a Joint Venture 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 Agency shall be deemed to be acting as an independent contractor of the Authority and shall not be deemed an agent, legal representative, joint venture or partner of the Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

SECTION V: PRICES AND PAYMENT TERMS

Authority hereby covenants to pay the Prices to the Agency separately as below.

- (i) Design, engineering, Supply, Installation, and testing and commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis (Capital Items)
- (ii) Deployment of Manpower during Warranty period of Two years
- (iii) Comprehensive Annual Maintenance Contract for Six years after the end of Warranty Period.

Each of above are further specified hereunder.

1. Prices and Payment Terms for Design, engineering, Supply, Installation, and testing and commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis (Capital Items)

1.1. Prices for Design, engineering, Supply, Installation, and testing and commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis (Capital Items)

- a) Authority hereby covenants to pay the Prices to the Agency for the Scope of the Work / TOR specified in SECTION – II (A) of the RFP and as per the payment terms specified in clause 1. 2 of this section at agreed price specified hereunder.

Sr. No.	Item	Base Rate (Rs.) (A)	Applicable Taxes - GST (INR) (B)	Total Quote (A+B) (Rs.)
1.	Part 1: Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis along with all required statutory & obligatory approvals at GMDC Baitarani-west Mine, Odisha including Warranty Period of two years.			
Total				

- b) The Base rate of Supply, Installation and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts (Capital items) with associated civil constructions shall be inclusive of all taxes, duties except GST. However Applicable GST shall be quoted separately. Total service fees inclusive of GST shall be taken into account for evaluation.
- 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.
- d) Total rates quoted shall be including GST and GST will be paid/adjusted/ reimbursed as per prevailing rates & rules to the extent directly related to the service rendered or goods supplied by the Agency under the said contract subject to uploading the invoice on GSTN portal and bidder will mention the GST amount separately in the invoice/ bill along with SAC/HSN code under GST. Further if the bidder does not upload the invoice within four months from the invoice date on GSTN portal GST will not be reimbursed to them. If rates of GST undergo any revision than the quoted GST during contractual completion date, the same shall be allowed/applicable as statutory variation. However if any variation take place after contractual date of completion, the same shall not be allowed, even if delayed are accepted by bidder. No statutory variation shall be admitted, if current taxes, duties, levies etc become payable because of exceeding the prescribed limit for turnover after the date of offer/ or **variations is due to wrongly specified GST in the Price Bid.**

1.2. Payment terms for the Design, engineering, Supply, Installation, and testing and commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis (Capital Items)

- a) Authority/ GMDC shall make payment as per the provisions specified below.

Sr. No.	Delivery Item	Payment Amount	Timeline for Milestone (T= Agreement Signing Date)	Timeline for processing invoice	Submission and Approval required for the Payment
1.	Submission of Design, engineering, Planning, with detailed specification and drawings, Bill of materials to EIC, M/s GMDC Ltd.	10% of Value of Capital Items	T+ 30 days	Within 30 days from the receipt of Invoice after submission and approval of design and drawings	<ul style="list-style-type: none"> • Invoice. • Submittal as specified in Delivery Item no 1

2.	Delivery of all items of the Project as per the Section – II (A)	45% of Value of quoted price	T+ 7 months	Within 30 days from the receipt of Invoice after the successful delivery	<ul style="list-style-type: none"> • Invoice. • Delivery challan and equipment acceptance at site
3.	Successful Commissioning and issuance of Commissioning Certificate	35% of value of quoted price	T+ 10 months	Within 30 days from the receipt of Invoice after the commissioning	<ul style="list-style-type: none"> • Invoice • Successful Commission Letter from authority
4.	Twelve months of successful operation and Maintenance after the Issuance of Commissioning Certificate (Warranty period)	5% of value of quoted price	T+ 22 months	Within 30 days from the receipt of Invoice after the successful delivery	<ul style="list-style-type: none"> • Invoice • SLA report
5.	Twenty Four months of successful operation and Maintenance after the Issuance of Commissioning Certificate (Warranty period)	5% of value of quoted price	T+ 34 months	Within 30 days from the receipt of Invoice after the successful delivery	<ul style="list-style-type: none"> • Invoice • SLA report

- b) The Agency shall submit invoices upon issuance of completion certificate at the office of the General Manager (Project). The payment shall be made as below:
- (i) An ad-hoc payment of 80% of the payable amount from that Invoice / Running Account bills shall be paid by the office of the G.M. [Project], within 15 days of submission of the bill along with its details and required documents after deduction of applicable taxes and any other amount to be deducted
 - (ii) The bill shall then be sent to GMDC’s Corporate Office at Ahmadabad for verification, auditing, and approval. Balance 20% payable amount of Invoice / Running account bills shall become payable by the Project after calculation of deductible Damages / Penalties or payable additional incentives as per the Section III of RFP within 15 days of the receipt of the approved bill from the Corporate Office, Ahmedabad.
- c) GMDC shall be entitled to deduct applicable 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 Deployment of Manpower during Warranty period: -

2.1. Prices for Deployment of Manpower during Warranty period

- a) Authority hereby covenants to pay the Prices to the Agency towards the deployment of manpower during the Warranty Period as below.

Sr. No.	Item	No of Manpower (A)	Number of Months (B)	Monthly Rate per Manpower (INR) (C)	Total Quote in INR (D = A X B X C)
1.	Site in charge	1	24		
2.	Technician	3	24		
3.	Helper	4	24		
Total					

- b) The Price specified in table hereinabove 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. CAMC Charges exclusive of GST shall be taken into account for evaluation.
- d) GMDC shall be entitled to deduct applicable 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.

2.2. Payment Terms for Deployment of Manpower during Warranty period

- a) The Authority shall make Monthly payment for manpower deployed during warranty period as per the actual deployment period as per the procedures set forth in below.
- b) The Agency shall submit Monthly invoice at the end of each month during the Warranty period with the following documents:
- i. Daily attendance sheet duly signed by Agency and authorized representative of GMDC.
 - ii. Daily Inspection Measurement Register duly signed by Agency and authorized representative of GMDC.
 - iii. Monthly Maintenance carried out report along with consumption of consumables & spares etc. duly Certified by GMDC Officials
 - iv. Applicable SLAs damage as per the Section III of the RFP duly signed by authorised representative of GMDC and the Agency.

- c) In case of absence of the respective manpower, the payment for absent days shall be deducted on pro-rata basis.
- d) All payments shall be made by the Authority/ GMDC to the Agency within 15 days from receipt of the invoice by RTGS after making (i) any tax deductions at source as applicable under Income Tax law governing in India and (ii) deduction pertaining to SLAs.
- e) The Invoice / Running Account bills, submitted at the office of the General Manager (Project) will be processed there considering the following deductions.
 - o An ad-hoc payment of 80% of the payable amount from that Invoice / Running Account bills shall be paid by the office of the G.M. [Project], within 15 days of submission of the bill along with its details and required documents after deduction of applicable taxes and any other amount to be deducted
 - o The bill shall then be sent to GMDC’s Corporate Office at Ahmadabad for verification, auditing, and approval. Balance 20% payable amount of Invoice / Running account bills shall become payable by the Project after calculation of deductible Damages / Penalties as per the Section III of RFP within 15 days of the receipt of the approved bill from the Corporate Office, Ahmedabad.

3. Prices and Payment Terms for Comprehensive Annual Maintenance Contract

3.1. Prices for Comprehensive Annual Maintenance Contract

- a) Authority hereby covenants to pay the Prices to the Agency for the Comprehensive Annual Maintenance of the Project with spares, consumables, tools, tackles, repair and Maintenance during the CAMC period for the execution of Scope as per the Section II (B) of the Scope of Work for a Period of six years at the agreed prices specified hereunder.

Sr. No	Descriptions	Comprehensive Maintenance charges (CAMC) <i>(to be Quoted on annual based charges but paid on Monthly basis by Dividing Annual Charges of respective year by 12)</i>					
		Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
1.	CAMC Charges						

- b) The prices of CAMC charges for table herein above 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. CAMC Charges exclusive of GST shall be taken into account for evaluation.
- e) GMDC shall be entitled to deduct applicable 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.

3.2. Payment Terms for Comprehensive Annual Maintenance Contract

- a) The agency shall submit Monthly bill to GMDC / Authority at the end of each Month.
- b) The Payment for the CAMC shall start after the end of each month during the CAMC Period. The CAMC Period shall start from the end of Warranty Period of Two years and shall end after the completion of six years from the Start date of CAMC Period. The Warranty Period shall start from the date of issuance of Commissioning Certificate, and it shall end at the end of one year from the date of issue of this certificate.
- c) The Agency shall submit Monthly invoice at the end of each month during the CAMC period of respective year with the following documents:
 - i. Daily attendance sheet duly signed by Agency and authorized representative of GMDC.
 - ii. Daily Inspection Measurement Register duly signed by Agency and authorized representative of GMDC.
 - iii. Monthly Maintenance carried out report along with consumption of consumables & spares etc. duly Certified by GMDC Officials
 - iv. Applicable SLAs damage as per the Section III of the RFP duly signed by authorised representative of GMDC and the Agency.
- d) All payments shall be made by the Authority/ GMDC to the Agency within 15 days from receipt of the invoice by RTGS after making (i) any tax deductions at source as applicable under Income Tax law governing in India and (ii) deduction pertaining to SLAs.
- e) The Invoice / Running Account bills, submitted at the office of the General Manager (Project) will be processed there considering the following deductions.
 - o An ad-hoc payment of 80% of the payable amount from that Invoice / Running Account bills shall be paid by the office of the G.M. [Project], within 15 days of submission of the bill along with its details and required documents after deduction of applicable taxes and any other amount to be deducted
 - o The bill shall then be sent to GMDC's Corporate Office at Ahmadabad for verification, auditing, and approval. Balance 20% payable amount of Invoice / Running account bills shall become payable by the Project after calculation of deductible Damages / Penalties or payable additional incentives as per the Section III of RFP within 15 days of the receipt of the approved bill from the Corporate Office, Ahmedabad.

SECTION VI: CONTRACT TERMS AND CONDITIONS

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

BETWEEN

Gujarat Mineral Development Corporation Limited, a company incorporated under the 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 Agency) having its registered office at _____, hereunder referred to as the “Agency” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

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

WHEREAS

- A. GMDC vide its Request for Proposal, dated ____ invited Bids from competent parties through the transparent and competitive bidding process for “ **Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha**” 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 Agency dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a LOA no ___ dated ___ accepting the particular Bid Proposal.
- C. The Agency has accepted the LOA by its letter dated _____, and _____ respectively requiring inter alia the execution of the Contract. GMDC hereby agrees to **appoint the Agency to Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M at GMDC Baitarani-west Mine, Odisha** on the terms, conditions and covenants hereinafter set forth in this Agreement.

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

The following documents attached hereto shall be deemed to form an integral part of this Agreement (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. LoA No ____ issued on ____
3. Performance Security as per _____
4. Scope of Work provided in RFP SECTION II (which shall be placed as Schedule I in the contract when it is executed).
5. Payment Terms provided in RFP SECTION V (which shall be placed as Schedule II in the contract when it is executed).
6. Service Levels provided in RFP Section III (which shall be placed as Schedule III in the contract when it is executed).
7. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

1. GENERAL

1.1. Definition and Interpretation

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

- 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, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement.
- c. "**Authority**" or "**GMDC**" means the Gujarat Mineral Development Corporation Limited [including without limitation its authorized representatives];
- d. "**Agency**" means an agency selected to Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG

- Sets, & high masts with civil constructions on a turnkey basis, and 8 years of Comprehensive O&M at GMDC Baitarani-west Mine, Odisha.
- e. **“Contract”** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.
 - f. **“Contract Period”/“ Agreement Period”** shall have a meaning specified in clause 2.9
 - g. **“Comprehensive Annual Maintenance Contract /CAMC”** shall include (i) major maintenance comprising of repair and or replacement of faulty components of the Electricity Supply System so as to maintain Service Levels (ii) undertaking regular minor maintenance including regular upkeep of the Electricity Supply System and undertaking preventive maintenance activities (iii) Undertaking all activities including scope of work as specified in clause 3 of Section II of this RFP.
 - h. **“Day”** means calendar day.
 - i. **“Dispute”** shall have a meaning specified in clause 10
 - j. **“Effective Date”** shall have the meaning specified in clause 2.1.
 - k. **“Encumbrance”** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to this Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Facility premises.
 - l. **“Force Majeure”** shall have a meaning specified in clause 4.
 - m. **“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.
 - n. **“Insurance”** shall have a meaning specified in clause 3.10
 - o. **“Local Currency”** means Indian Rupees.
 - p. **“Material Breach”** means a breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.
 - q. **“Party”** means the “Authority” or the Agency, as the case may be, and **“Parties”** means both of them.
 - r. **“Performance Security”** shall have a meaning specified in clause 8.1
 - s. **“Personnel”** means professionals and support staff provided by the Agency and assigned to perform the Services or any part thereof.
 - t. **“Project”** shall mean the work as awarded to the Agency.
 - u. **“Scope of Work (SOW)/Scope of Services”** means the work to be performed by the Agency pursuant to this Contract, as described in RFP SECTION II.
 - v. **“Third Party”** means any person or entity other than the “Authority”, or the Agency.

1.2. Principles of Interpretation

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

1.3. Relationship between Parties

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

1.4. Rights and Obligations

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

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

1.5. Governing Law and Jurisdiction

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

1.6. Language

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

1.7. Table of Content and Heading

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

1.8. Notices

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

If to Authority.

Contact Person: GM (Tech II)

Contact numbers: 079-27913200

E-Mail: BRMAHATO@gmdcltd.co.in

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

If to the Agency.

1.9. Location

The work and Services hence be performed at GMDC's Baitarani Mine and at any location incidental to fulfilling the scope as per the required Scope of Work.

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 Agency may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, the GMDC Representative shall be GM (Tech II).
- c) The Agency may designate one of its employees as the Agency's Representative. Unless otherwise notified, the Agency's Representative shall be: _____

2. GENERAL TERMS

2.1. Effectiveness of Agreement

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

2.2. Use of the Facility

The Agency shall not use the Project site (the “Facility”) for any purpose other than for the purposes specified in the Scope of Work. The Agency 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 Agency hereby assures and undertakes that:

- a) It shall have rights to use the Project facility only for the purpose of Design, Engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis and 8 year Comprehensive O&M as per the Scope of Work during the Contract Period and in accordance with the provisions of this Agreement.
- b) It shall not Part with or create any Encumbrance on the whole or any part of the Project Site.
- c) The rights are being granted to the Agency purely for the specific purpose of supply of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions and CAMC of the system during the Contract period. The property shall remain fully controllable by the Authority. Under no circumstances shall this Agreement create any interest of the Agency in the property of any nature analogous to lease, ownership, partial or full title. The Authority shall continue to possess the right to evict the Agency from the site at any time as per the terms and conditions of this Agreement.
- d) Under no circumstances does the Agency shall have any rights over the land, property, buildings, utilities, equipment or any structure standing on the site of the Project other than those rights which are expressly given under this Agreement and the Agency agrees to vacate the Project facility peacefully at the end of the Agreement Period.

2.4. Ownership of the Electricity Supply System

The ownership of all 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions, its hardware, equipments and goods forming part of the system shall be transferred to the GMDC at the time of supply and commissioning.

2.5. Existing Structure and Surroundings of the Facility

The Agency 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 damage caused by the Agency shall have to be borne solely by itself if such damages are caused by negligence of staff deployed by the Agency.

2.6. Facility to be free from Encumbrances.

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

2.7. Entire Agreement

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.7 (a), on matters not covered by this Agreement, the provisions of RFP shall apply.

2.8. 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, the Managing Director, GMDC shall have the right to take suitable decisions 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 reason, if it is required, the GMDC reserves the 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 Agency and without incurring any responsibility. For such cases, the Agency shall have to take away his staff and leave the site at once or shall have to carry out the instructions of the GMDC.

2.9. 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 as per the sub-clause (b) hereunder, **the Agreement shall remain in force for a period of 8 (eight) years and 10 months including Two years of warranty period post commissioning of the Project / Electricity Supply System** from the Effective Date (the “Contract Period”). Upon Termination, GMDC shall make payments of all amounts due to the Agency hereunder for which the services were delivered.
- b) The Warranty Period shall be a period of Two years starting from the date of issuance of “Commissioning Certificate “(the “Warranty Period”). The CAMC Period shall start from the date of completion of Warranty Period and ends after Six years from the Start date (the “Maintenance Period/ Comprehensive Annual Maintenance Period/ CAMC Period”).
- c) Subject to the satisfactory performance of the Agency during the Contract Period, the Authority may, at its sole discretion, extend the Maintenance Period by one year upon mutual consent at terms which may be discussed and fixed thereupon.

3. OBLIGATIONS OF THE AGENCY

3.1. Scope of Work

The Scope of Work to be performed by the Agency is specified in the RFP SECTION II.. The Agency 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 Agency 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 Agency shall be assessed based on the Service Level Agreements specified in Section III of the RFP.

3.3. Responsibilities during Supply, Installation and Commissioning

- a) The Agency shall adhere to the time schedule specified in RFP Section II for the timely installation and commissioning.
- b) In case the Agency fails to adhere to the timeline for the entire supply installation and commissioning of the Electricity Supply System, in such case the Authority shall recover damages as specified in RFP Section III. In case the delay in achieving the timeline is due to Force Majeure or due to Authority's defaults or reasons not attributable to the Agency, in such case the Authority shall not recover damages as specified in RFP Section III.

3.4 Responsibilities during the Warranty Period and Comprehensive Annual Maintenance Period

- a) The Agency shall undertake Scope specified in RFP Section II pertaining to Warranty Period and Comprehensive Annual Maintenance Period diligently and with utmost care.
- b) The Agency shall adhere to the Service Levels specified in RFP Section III, failing which the damages for the nonperformance specified therein shall apply.

3.5 Applicable Laws

The Agency 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 Agency comply with the Applicable Laws.

3.6 Conflict of Interest

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

3.7 Agency not to Benefit from Commission, Discounts etc.

The remuneration of the Agency pursuant to Payment Terms specified in RFP SECTION V hereof shall constitute the Agency's remuneration in connection with this Contract and services and, the Agency 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 Agency shall use their best efforts to ensure that any

Personnel and agents of them, similarly shall not receive any such additional remuneration.

3.8 Agency and Affiliates not to engage in Certain Activities

- (a) The Agency shall hold the GMDC's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments.
- (b) The clause shall not prohibit the Agency 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 Agency agrees to a professional responsibility to maintain the confidentiality of GMDC's information.

3.9 Confidentiality

The Agency 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 Agency can share as the credential of the Agency in future after the 1 (one) year beyond the contract period.

3.10 Reporting Obligations

The Agency shall submit to GMDC the documents, reports, etc. as mutually agreed from time to time and within the time periods set forth in the RFP Section V. Additionally, the Agency shall also submit monthly and quarterly reports about the performance as defined in RFP Section V -Payment terms

3.11 Obligations pertaining to Technical Specifications

The Agency shall adhere to the technical specification stated in RFP Section II (A).

3.12 Insurance to be taken out by the Agency.

- (i) The Agency shall ensure that the insurance policy/policies/ Medclaim for the personnel deployed by the Agency are kept alive till the full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the Agency and it shall be deemed to have been included in the rate.
- (ii) The Agency shall also be responsible for the Transit insurance of Project Items.

- (iii) In the event of the Agency's failure to effect or to keep in force the insurance referred to above or any other insurance which the Agency is required to effect under the sub clause (i) herein above, GMDC may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Agency.

3.13 Indemnity

- (i) The Agency shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including the manpower employed at the project site as well as the assets deployed by the Agency to perform the scope of work specified under this Contract or any asset /equipment deployed by the Agency for the execution of the scope pertaining to this Contract.
- (ii) The Agency shall indemnify GMDC for any physical damage to the Project that occurred due to reasons attributable to the Agency/its staff. On the occurrence of such events, the Agency shall cure the Project at its costs and reinstate the Project at its original condition.
- (iii) The Agency shall indemnify GMDC and hold it harmless 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 Agency shall also fully indemnify, hold harmless and defend the Authority and Authority indemnified persons from and against any loss or damages arising out of or with respect to:
- Failure of Agency to comply with Applicable laws and Applicable permits.
 - Payment of taxes required to be made by the Agency in respect of income or other taxes of the Agency's contractors, Agency and representatives.
 - Non-payment of amounts due as a result of materials or services furnished to the Agency or any of its contractors which are payable by the Agency and its contractors.
- (v) The Agency shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond the control of the Agency or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.
- (vi) The Agency shall, at all times during the pendency of the Contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the

Employee's Compensation Act and shall take an insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.

3.14 Safety Obligations

- (i) The Agency shall be solely responsible for the safety of its staff deployed and it shall bear all financial, and legal liabilities associated with any safety incident.
- (ii) The Agency shall take the highest precautions for the safety and security of its staff while carrying out its responsibilities.
- (iii) The Agency shall bear complete responsibility for the safety and security of the Project/ staff employed throughout the Contract Period.
- (iv) 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 Agency.
- (v) During the course of this Agreement, the Agency must satisfy all safety requirements as per the statutory requirements and Good Industry Practice. The Agency shall also ensure that safety requirements are followed without any deviations throughout the Contract Period at its own cost.
- (vi) Agency must not tamper with Authority's or other Contractors'/agency's equipment.

3.15 Accounting, Inspection and Auditing

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

3.16 Statutory Obligations

- i. The Agency shall maintain the Valid HT RElectrical Contract License issued by ELBO , HT Supervisor Permit and valid ELBO certificate for all its workmen during the entire Contract Period.
- ii. The Agency shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government Authorities from time to time and shall maintain the employment records as required under applicable laws.

- iii. The agency shall get his own License under the Contract Labour (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.
- iv. The agency shall be responsible for enrolling his employees, deducting, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactments covered under the various applicable labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Agency shall also furnish a copy of such statements as documentary proof to the GMDC.
- v. The agency not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Agency to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.
- vi. The agency has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- vii. The agency shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- viii. Every person deployed by the agency must wear safety gadgets to be provided by the agency.
- ix. Any statutory clearance, permission required for the work, its completion, commissioning shall be in the agency's scope.
- x. The Agency will be required to obtain License from the office of the Labour Commissioner for the required strength of labour before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
- xi. The Agency would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- xii. The Agency shall comply with other statutory provisions of Law. The Successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract.
- xiii. The Agency will be solely liable for all non-compliances. The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.
 - The Mines Act, 1952
 - The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)

- The Electricity Act, 2003 and rules made there under
- All applicable labor codes.

xiv. The agency shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.

xv. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the agency for which GMDC will not be responsible for any compensation.

4. FORCE MAJEURE

4.1. Force Majeure Event

As stated in this Agreement, Force Majeure Event means the 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 a foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industrywide or statewide or India wide strikes or industrial action which prevents the operation of the Facility for a period exceeding a continuous period of 10 (Ten) days in an accounting year.
- b) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical

contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Facility by the Agency or any Affiliate of the Agency or any Contractor or any such affiliate or any of their respective employees, servants or agents;

- c) Strikes, go-slows and/ or lockouts or other industrial action or labour disputes which are in each case widespread, nationwide or political and other than those involving the Agency or their respective employees/representatives or attributable to any act or omission of any of them.
- d) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal waves, floods, storms, cyclones, typhoons or tornados, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- e) Epidemic or plague or pandemic within India;
- f) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Facility.
- g) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Agency in any proceedings for reasons other than the failure of the Agency 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;
- h) Any public agitation which prevents the operation of the Facility for a continuous period exceeding 10 (Ten) days in an accounting year.
- i) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Agency 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 Agency's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.
- j) Any event or circumstances of a nature analogous to any events set forth above within India.

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

- failure or inability to make any payment

– the effects of market conditions

k) 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:

1. the Force Majeure Event(s) that has occurred,
2. the date of commencement, nature and estimated duration of such event of Force Majeure Event
3. the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.
4. 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
5. 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 **4.5** of this Agreement.

4.2. Consequences of Force Majeure Event

- (i) Provided it complies with Clause 4.1 k) 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 4.5 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 Agency 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 Agency shall be entitled to be reimbursed for payment due up to the Services Delivered as per Scope of Work completed as provided in RFP Section II.

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

4.3. 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 events as the 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 Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

4.4. Termination

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

In case if Termination occurs prior to Supply, Installation and Commissioning, in such case Agency shall retain the possession of the Project items and the Authority shall return the Performance Security less of payment made till that milestone.

4.5. Excuse from the performance of obligations by the 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 the performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume the performance of its obligations hereunder.
- d) Where the Affected Party is the Agency and the Force Majeure Event has reduced the Agency's incapable/ unable to perform the Scope of work, then in such an event the payment shall stand suspended until such time as the Agency resumes activities in terms of the Agreement.

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

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

5. SUSPENSION OF AGREEMENT

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

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 Agency to execute the Scope of Work.
- b) provide the Agency and its Personnel with work permits and such other documents as may be necessary to enable the Agency or its Personnel to perform the Services.
- 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 Agency under this Agreement, GMDC shall make to the Agency such payments and in such manner as is provided in RFP Section V.

6.3. Documents and Other Support

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

7. PAYMENT TO THE AGENCY

Authority shall make payment to the Agency as per the terms specified in SECTION V of the 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 10) as per the clause 7.3 of Section IV of RFP (the “Performance Security”).
- (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 Agency 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 Performance Security in whole or in part:
 - a) in the event GMDC requires to recover any sum due and payable to it by the Agency including but not limited to Damages; and which the Agency has failed to pay in relation thereof; and
 - b) in relation to Agency's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement. The Agency 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.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Agency without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

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

8.3. Liquidated Damages

- (a) In case of delay solely attributable to the Agency in Supply, Installation and Commissioning, then liquidated damages as specified in Section III shall be applicable.

8.4. Penalty for Deficiency in Services

- (a) In addition to the liquidated damages not amounting to penalty, as specified in Section III , warning may be issued to the Agency for minor deficiencies on its part.
- (b) GMDC shall have the right to claim damages as per the Service Level Agreements specified in Section III of this 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 Agency's Event of Default or the Authority's Event of Default or both as the context may admit or require (the "Event of Default").

a) Agency Event of Default

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

- (1) If the Agency does not fulfil the scope of work within the period specified in Clause 2.2 above and Liquidated Damages/ Penalties thereof exceed 10% of the Contract Value/ Contract Price .
- (2) Any representation made by the Agency under this Agreement is found to be false or misleading.
- (3) Agency does not maintain valid HT licenses as per the statutory obligations.
- (4) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (5) The Agency creates any Encumbrance on the Project in favour of any person save and except as otherwise expressly permitted under this Agreement.
- (6) If the Agency fails to furnish Performance Security as per the terms of the agreement.
- (7) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 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;
- (8) The Agency is in material breach of its obligations stated in this Agreement.
- (9) The Agency repeatedly fails to fulfil its obligations.
- (10) The Performance Security has been encashed and appropriated in accordance with the RFP conditions and the Agency fails to replenish or provide Fresh Performance Security within 30 (Thirty) days.
- (11) Agency submits to the Authority any statement which is false in material particulars, and which has a material effect on the Authority's rights, obligations or interests.
- (12) A resolution is passed by the shareholders of the Agency for the voluntary winding up of the Agency company.

- (13) If there is a defect/ deviation from the terms of this Agreement and the Agency fails to correct it within a reasonable time provided by the Authority as per the terms of the agreement.
- (14) Any petition for winding up of the Agency is admitted by a court of competent jurisdiction or the Agency is ordered to be wound up by the Court except for amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Agency 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 Agency as at Commencement Date; and
 - each of the Project Agreements remains in full force and effect.
- (15) The Agency suspends the services at the Project without any prior written consent of Authority, provided that the Agency 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.
- (16) The Agency repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (17) The Agency is otherwise in Material Breach of this Agreement or commits a default in complying with any other provision of this Agreement.
- (18) Repeatedly non-adherence to obligations stated in this Agreement
- (19) In case of repeated breach of the Agency's obligations specified elsewhere in this Agreement.
- (20) If the Agency fails to make any payments/damages/penalties due to Authority within the period specified in this Agreement or extended period as mutually agreed by the Parties without any valid reason.
- (21) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to provisions of this Agreement.
- (22) if the Agency's staff is found to be involved in theft/ illegal activities and if such staff members are not replaced by the Agency.
- (23) If Agency is found in breach of any statutory obligations under this contract.

b) Authority Event of Default

The following events shall constitute events of default by Authority (each an “Authority Event of Default”) unless any such Event of Default has occurred as a result of Agency 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 on that behalf from the Agency.
- (2) Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (3) The authority has created circumstances by an act of commission or commission that have a material adverse effect on the performance of its obligations by the Agency and has failed to cure the same within 30 (Thirty) days of notice thereof by the Agency.
- (4) Any representation made 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 Agency’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 Agency Event of Default, Authority shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to the Agency, provided that before issuing the Termination Notice, Authority shall by notice in writing of 30 (thirty) days inform the Agency 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- Upon Termination by the Authority on account of the occurrence of an Agency Event of Default, no Termination Payment shall be due or payable to the Agency. 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, Agency 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, Agency 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) Agency 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 Agency and the Authority shall return to the Agency, subject to its rights to deduct any amounts due and payable by the Agency, within 30 days of such termination.

9.3. Rights of Authority on Termination

- (i) **Upon Termination of this Agreement for Agency Event of Default**, Authority shall have the power and authority to:
- 1) Retain possession and control of all assets used in the Project forthwith.
 - 2) Prohibit the Agency and any person claiming through or under the Agency from entering upon the project assets /dealing with or any part thereof.
 - 3) Authority shall forfeit the Performance Security.
 - 4) Appoint another party or Agency that may carry out the remaining obligations of the Agency.
 - 5) The Agency shall continue the CAMC work at the awarded rate till the time new Agency is onboarded.
- (ii) **Upon Termination of this Agreement for Authority Event of Default**, Authority shall have the power and authority to:
- 1) Retain possession and control of all assets used in the Project.
 - 2) Prohibit the Agency and any person claiming through or under the Agency from entering upon the assets /dealing with or any part thereof.
 - 3) Appoint another party or Agency that may carry out the remaining obligations of the Agency.
 - 4) GMDC shall make the payments to the Agency as per the provision outlined in RFP Part V hereof for Services performed prior to the date of termination.
 - 5) 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 9.2 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 Agency 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 Agency, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as an adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert.
- (c) The 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 Agency. 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) Arbitrator

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, of 1996. The Dispute shall be referred for fast-track Arbitration to the sole Arbitrator as per the provisions of the 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 the appointment of the arbitrator / arbitral tribunal, and 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 the 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 9.2 hereof.

12. MISCELLANEOUS

11.1 Assignment and Charges

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

11.2 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.

11.3 Damage to the Electricity Supply System

- a) The equipment supplied and installed by the Agency are located in outdoor condition and hence should last in heavy usage conditions including all weather conditions. All such equipment/components shall be designed to be vandal proof/vandal resistance. Damage to equipment/components of the Electricity Supply System due to regular wear and tear under field conditions, damage or failure due to exposure to outdoor conditions such a moisture and heat, faulty manufacture, latent manufacturing defects within design limit, mechanical, electrical or electronic failure, shall be the liability of the Agency during the Contract Period. In such case, Agency shall repair, replace the equipment if it is under warranty, and change the spare such that the repaired unit has full functionality during the Contract Period. It is responsibility of the Agency to ensure that all equipment/hardware continues to function as per specified Technical Specification and maintain the Service Levels during the Warranty and Maintenance Period. All costs towards repair/modification/changing spare/replacement shall be borne by the Agency.
- b) Damages due to Vandalism, tampering of Electricity Supply System's equipment/ components 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 Agency to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by the Authority to the Agency less of insurance proceeds.

11.4 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.

13. Subcontracting/ Subletting

Subcontracting of the Work is not permitted in normal course. However in unusual circumstances requiring help of external agencies/ experts, the Agency can subcontract the work upon prior approval of GMDC.

14. Project handover

14.1 Handing Over of Project

Upon expiry of the Agreement by efflux of time and in the normal course or prior termination of this Agreement due to Event of Default or dissolution or insolvency or Force Majeure , the Agency shall at the end of the Agreement Period or prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the assets including all Hardware/ equipment at no cost to Authority.

14.2 Inspection and Removal of Deficiencies

- a) The handing over process shall be initiated at least two months before the actual date of expiry of the Agreement Period in normal course or during the Notice Period in case of early termination by a joint inspection by the Authority and the Agency.
- b) The objective of this stage will be to conduct full tests of the functionality of each piece of Project as a whole, progressively, in order to identify faults, isolate them and rectify them in the most efficient manner in terms of cost and time before handing over to Authority.
- c) The Agency shall be entitled to remove promptly any defects observed during the Tests in the Project Components. Such deficiencies shall be removed and cured respectively in a time period commensurate with type of defects.

14.3 Recovery of Balance due of Authority from Agency

The dues payable to Authority by the Agency on any account, if any, at the end of the Agreement shall be recovered by the Authority from the Performance Guarantee.

15. POST TERMINATION SUPPORT

In case the Agreement between the Authority and Agency is terminated for any reason whatsoever, either on account of Agency Event of Default and /or Authority Event of

Default or even for any reason not envisaged in the Agreement, then the Agency shall be responsible for operation, maintenance and management of the supplied Electricity Supply System at agreed terms specified in this Agreement till Authority appoints and handover the Electricity Supply System to the new /replacement Agency.

SECTION VII: ANNEXURES

Annexure 1: Letter of Bid Submission

{On Bidder's letterhead}

Dated: -----

To,

General Manager (Tech II)

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan,

132-Ring Road, Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

Subject: Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on a turnkey basis, and 8 years of Comprehensive O&M at GMDC Baitarani-west Mine, Odisha.

Dear Sir/Madam:

We, the undersigned, offer to Supply, Install, commission 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 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 an 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 the RFP, we undertake to negotiate on the basis of our price bid. Our Bid/Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Organization details

1. [Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet the 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. Valid 'HT' Electrical License to the Bidding firm issued by Electrical Licensing Board, Odisha (ELBO).
4. HT Supervisor Permit Certificate issued by ELBO (Electrical Licensing Board, Odisha)
5. Valid ELBO (Electrical Licensing Board, Odisha) license for all his workmen. If the same is not available now, then undertaking should be given to GMDC that such license will be obtained within 6 months from the date of award of Contract , if applicable. The Bidder should submit the ELBO (Electrical Licensing Board, Odisha) license for all his workmen/ Undertaking as above.

Annexure 3: Auditor's Certificate for Turnover for Bidder

{On Registered Chartered Accountant's letterhead}

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

Years*	Turnover (Rs. Crore)
2020-21	
2021-22	
2022-23	
2023-24	
2024-25	

(Signed and Sealed by the Registered Chartered Accountant)

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

Annexure 4: Declaration for non-blacklisting

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

Date: dd/mm/yyyy

To,
General Manager (Tech -II)
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

Annexure 5: Work Experience Details

Sr. No.	Client Name	Location of the client	Work Details	Contract period. (Start and End Date)	Contract Value	Attachment (Work order /Agreement and Completion Certificate / satisfactory performance certificate from the client)
1						
2						
3						
4						

Attach the supply order and its satisfactory performance certificate from the client

Signature and Stamp of the Bidder

Annexure 6: Undertaking

(Notarized and on stamp Paper of Rs 300)

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

Dated this _____ day of _____ 202_.

Signature

(Company Seal)

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

Signed by

Authorized Signatory with designation

Annexure 7: Format of Power of Attorney for authorizing Bidder’s Signatory

[To be provided by the Bidder]

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

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

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

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

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

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

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

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

Annexure 8: Price Bid Format

(This is the indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <http://gmdc.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 Request for Proposal for Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on a turnkey basis, and 8 years of Comprehensive O&M at GMDC Baitarani-west Mine, Odisha.

Table 1 : Prices for Supply, Installation and commissioning of the project (Capital Items)

Sr. No.	Item	Base Rate (Rs.) (A)	Applicable Taxes - GST (INR) (B)	Total Quote (A+B) (Rs.)
1	Part 1: Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis along with all required statutory & obligatory approvals at GMDC Baitarani-west Mine, Odisha including Warranty Period of two years as per the Scope Specified in RFP Section II (A)			
Total				

***Notes :**

- a) The prices of Supply, Installation and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts (Capital items) with associated civil constructions shall be inclusive of all taxes, duties. Applicable GST shall be quoted separately. Total service fees inclusive of GST shall be taken into account for evaluation.
- b) 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.
- c) Total rates quoted shall be including GST and GST will be paid/adjusted/ reimbursed as per prevailing rates & rules to the extent directly related to the service rendered or goods supplied by the Agency under the said contract subject to uploading the invoice on GSTN portal and bidder will mention the GST amount separately in the invoice/ bill along with SAC/HSN code under GST. Further if the bidder does not upload the invoice

within four months from the invoice date on GSTN portal GST will not be reimbursed to them. If rates of current taxes undergo any revision during contractual completion date, the same shall be allowed as statutory variation. However if any variation take place after contractual date of completion, the same shall not be allowed, even if delayed are accepted by bidder. No statutory variation shall be admitted, if current taxes, duties, levies etc become payable because of exceeding the prescribed limit for turnover after the date of offer/ or variations is due to wrongly specified GST in the Price Bid.

- d) Total rates quoted shall be including GST and GST will be paid/adjusted/ reimbursed as per prevailing rates & rules to the extent directly related to the service rendered or goods supplied by the Agency under the said contract subject to uploading the invoice on GSTN portal and bidder will mention the GST amount separately in the invoice/ bill along with SAC/HSN code under GST. Further if the bidder does not upload the invoice within four months from the invoice date on GSTN portal GST will not be reimbursed to them. If rates of GST undergo any revision than the quoted GST during contractual completion date, the same shall be allowed/applicable as statutory variation. However if any variation take place after contractual date of completion, the same shall not be allowed, even if delayed are accepted by bidder. **No statutory variation shall be admitted, if current taxes, duties, levies etc become payable because of exceeding the prescribed limit for turnover after the date of offer/ or variations is due to wrongly specified GST in the Price Bid.**

Table 2 : Prices for Deployment of Manpower during Warranty period

Sr. No.	Item	No of Manpower (A)	Number of Months (B)	Monthly Rate per Manpower (INR) (C)	Total Quote in INR (D = A X B X C)
1.	Site in charge	1	24		
2.	Technician	3	24		
3.	Helper	4	24		
Total					

***Notes :**

- a) The Price specified in table hereinabove 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. CAMC Charges exclusive of GST shall be taken into account for evaluation.

- b) GMDC shall be entitled to deduct applicable 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.

Table 3 : Prices for Comprehensive Annual Maintenance Contract

Sr. No	Descriptions	Comprehensive Maintenance charges (CAMC) (to be Quoted on annual based charges but paid on Monthly basis by Dividing Annual Charges of respective year by 12)					
		Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
1.	CAMC Charges Charges as per the Scope specified in RFP Section II (B)						

***Notes :**

- a) The prices of CAMC charges for table herein above 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. CAMC Charges exclusive of GST shall be taken into account for evaluation.
- b) GMDC shall be entitled to deduct applicable 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

The total Contract Price / Fees shall be as per Table 4 “AA” as per the cumulative Fees for Table 1, Table 2, Table 3 Shall be considered for the evaluation.

Table 4

Sr. No.	Total amount from the above mentioned tables	Total Amount in Rs.
1	Table 1 - Part 1: Design, engineering, supply, Installation, testing, and Commissioning of 11KV Overhead lines, CSS, outdoor LT Boards, DG Sets, & high masts with civil constructions on turnkey basis along with all required statutory & obligatory approvals at GMDC Baitarani-west Mine, Odisha as per the Scope Specified in RFP Section II (A) Inclusive of GST	X
2	Table 2 – Prices for Deployment of Manpower during Warranty period - Exclusive of GST	Y
3	Table 3 – CAMC Charges as per the Scope specified in RFP Section II (B) - Exclusive of GST	Z
Total Contract Price/ Fees		AA

The bidder to refer RFP Section V for the detailed payment terms understanding.

Each Bidder must quote his rates after reading 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 for respective locations.**

Thanking you,
Yours faithfully

(Seal and Signature of the authorized representative of the Bidder)

Name:

Designation

Annexure 9: Performance Bank Guarantee Format

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

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

Dear Sir,

1. WHEREAS..... (Name of Agency)) hereinafter called "the Agency" has undertaken, in pursuance of the Agreement dated, (hereinafter referred to as ___RFP Name). AND WHEREAS it has been stipulated in the said Agreement that the Agency 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 Agency 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 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 be mutually decided by the Agency & 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 Agency with any of the terms and conditions of any Agreements/credit arrangement, present or future, between the Agency 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 Agency and notwithstanding any security or other guarantee that GMDC may have in relation to the Agency'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 10: List of Approved Banks

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



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

CIN No. : L14100GJ1963SGC001206

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