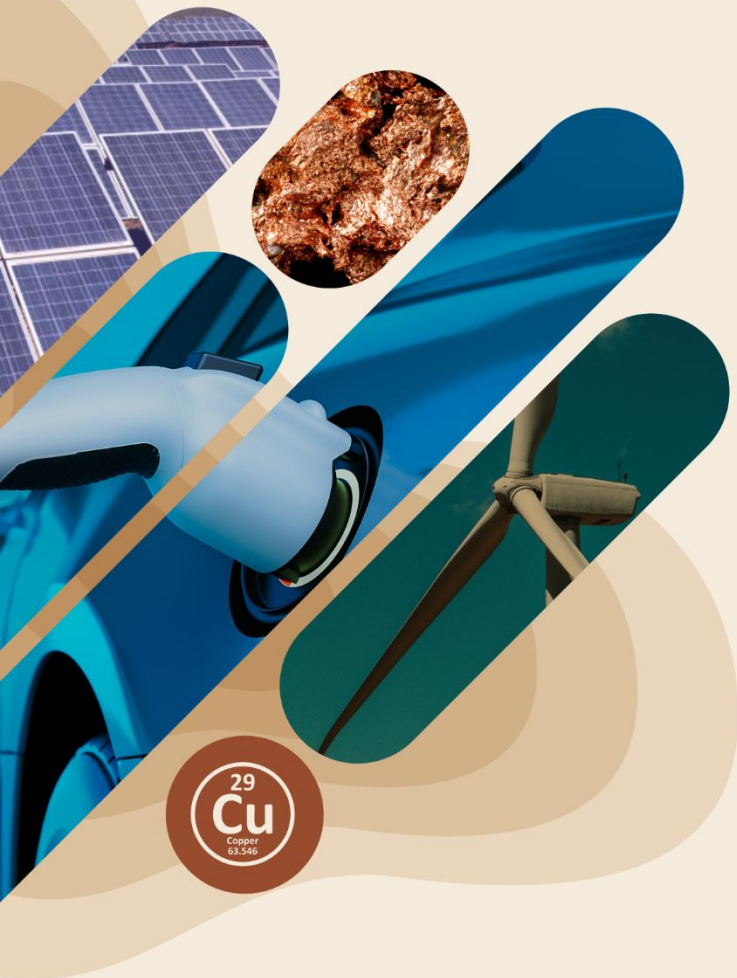




GMDC
Gujarat Mineral
Development
Corporation Ltd.
(A Government of Gujarat Enterprise)

RFP for Technical Services for the Preparation of Pre-feasibility Study for Setting up of Beneficiation Plant for Copper Project, Ambaji, Gujarat



RFP No.: GMDC/PP&D/008/2025-26

DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Service providers interested in assisting GMDC in the Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India – Second Attempt. GMDC intends to select a Service Provider through an International Competitive Bidding process.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their Proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions or mis-statements, negligent or otherwise, in the information provided, or those in any documents, implied or referred herein. It is suggested that each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources.

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

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

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

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DEFINITIONS

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

1. **“GMDC”/“Authority”** shall mean the Gujarat Mineral Development Corporation Limited who shall appoint the Service Provider for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate either registered in India or any other country under the respective laws of country of origin. If the bidding firm is registered in India, then it should be either a Limited Liability Partnership firm registered under LLP Act or a Company under the India Companies Act 1956/2013. If it is a foreign firm, then it should be registered in foreign country under respective laws of country of origin and having the approvals and permissions required under law to conduct business in India. The Bidder can be a Single or Consortium as per the Terms of the RFP.
3. **Bid/Proposal** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in Clause 1.6 of SECTION III
5. **“Service Provider”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC for the Preparation of Pre-feasibility Study for Setting up of Beneficiation Plant for GMDC’s Ambaji Multi-Metal Project in Gujarat, India.
6. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned work. A Consortium is permitted to participate in this Project/Assignment as per the criteria specified in clause 5.1(ii).
7. **“Agreement/Contract”** is the agreement to be entered into between ‘Gujarat Mineral Development Corporation (GMDC)’ and ‘Service provider’ comprising of all terms and conditions stated in this RFP.
8. **“Corrupt Practice”** shall have the meaning ascribed thereto under clause 8 of SECTION III this RFP.
9. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION III.
10. **“Fees/Service Charges/Service Fees”** shall mean the charges payable by GMDC for the Services rendered by the Service provider.
11. **“Composite Score”** shall mean score obtained by Service provider as per the formula provided in clause 5.5.
12. **“Contract Price”** shall mean the Service Fees as specified in Letter of Award issued by GMDC to the Service provider.
13. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION III
14. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION III
15. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION III. All Bidders are exempted from the submission of EMD/ Bid Security.
16. **Financial Score** shall mean score obtained by the Service provider as per the formula provided in clause 5.4 of SECTION III.

17. **Letter of Award** shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION III.
18. **Parties** means the parties to the Agreement and **Party** means either of them, as the context may admit or require.
19. **Preferred Bidder** shall have a meaning specified in clause 6.4 (ii) of RFP SECTION III.
20. **Successful Bidder** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.
21. **Terms of Reference/Scope of Work** means all activities as per the Terms of Reference or Scope of Work mentioned in Section II of this RFP which the Service provider is required to carry out as per Good Industry Practice.
22. **Technical Score** shall mean score obtained by Service provider as per the Technical Score system provided in clause 5.2 of RFP SECTION III.
23. **Battery Limit** for the project shall be considered as starting from the receiving hopper of ROM from the Mine before primary crushing facility and the end point is output of Cu, Zn and Pb concentrates as well as tailings disposal.
24. **Third Party** means any Person other than GMDC and the Service Provider.
25. **Reference Exchange Rate** will be the exchange rate between different currencies as prevailing on 23rd March, 2026 benchmarked to Reserve Bank of India (RBI) Reference rates for the day (published on <https://www.rbi.org.in> website). In case the exchange rate for a specific currency is not available from the RBI References, then the benchmark rate will be based on other such standard official rates for India as such as <https://www.cbic.gov.in/Exchange-Rate-Notifications>.

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

SECTION I: BACKGROUND

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

GMDC's mining activities are spread across Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chhotaudepur districts of the State. It is currently mining minerals like Lignite with five operational lignite mines, Bauxite (11 operating mines), Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. GMDC also value adds to minerals through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, Beneficiation of Low-Grade Manganese and Beneficiation of Fluorspar. GMDC's existing Metallic mineral portfolio includes Manganese, Bauxite, and Multi-metals in addition to other associated minerals like fluorspar, silica sand, Bentonite, Ball Clay and Limestone.

GMDC is also in process of operationalising six new lignite blocks in various district of Gujarat State. All new lignite project sites are in Gujarat in Bharuch, Surat and Kutch Districts with a block area of 1000 to 5000 ha.

GMDC has a mining lease in Ambaji area. Ambaji is a temple town in Banaskantha District in North Gujarat in India. It is situated at an altitude of 480 mtr and surrounded by the Aravalli hills range. The Ambaji reserve is among top 10 reserves from world's 205 Multi Metal mines (with Cu, Pb and Zn) with higher grade compared to world average. The total mining area at Ambaji is about 184.984 Ha.

The Ambaji base metal – Copper, Lead & Zinc (Cu, Pb, Zn) deposit is located within South Delhi Fold Belt (SDFB) which runs about 125 Km in NE – SW trending belt in Ajmer, Rajsamand and Sirohi districts of Rajasthan state and Banaskantha district of Gujarat state, India. The major rock types exposed are quartzite, biotite, calc shist and calc gneiss, with subordinate conglomerate and chert. The lithology of the horst rock has a strong control over the sulphide mineralization and most of the mineralizations are confined to the talc schist litho units. The most abundant minerals are pyrite, sphalerite, galena, chalcopyrite, and magnetite. Besides Ambaji, a number of base metal deposits / occurrences are identified along SDF belt such as Deri, Basantgarh, Pipala, Golia, bar etc. which all lie in Rajasthan State.

In this background, GMDC intends to appoint an agency for the technical services stated in Section II of this RFP and possessing requisite experience and capabilities through International Competitive Bidding route to prepare a Pre-Feasibility Study for Setting up of Beneficiation Plant for GMDC's Copper project Ambaji in Gujarat.

SECTION II: TERMS OF REFERENCE/ SCOPE OF WORK

Objective:

GMDC is in the process of preparation of feasibility study for the Ambaji Multi metal mine. Additionally, GMDC intends to set up a beneficiation plant in proximity to the Ambaji Mine for Copper, Lead, Zinc and trace minerals which are found in the ore deposit. Under this study, GMDC intends to appoint a Service Provider to carryout pre-feasibility study for the beneficiation plant. It is hereby clarified that overall flowsheet under this study shall only include separation level up to the level of Concentrates of Cu, Pb, Zn and any trace mineral based on lab scale test in closed circuit.

Due to the early stage of this study, it is recognized that it may be difficult to develop extensive engineering data. However, the Service Provider shall indicate, on a conceptual basis, the amenability to a certain processing method and a generic level of recovery, an indication of the form and quality of the products (both valuable and waste), the capital cost of the processing facilities, and the process operating cost.

It is also expected this study to identify any potential fatal flaws, indicate scope and provide cost estimate of future Pilot scale test work.

1. TERMS OF REFERENCE/SCOPE OF WORK

The Scope of work is divided into the following tasks.

- Task 1: Preliminary Review and Site Visit
- Task 2: Mineralogical and Metallurgical Testing
- Task 3: Flowsheet Development basis the lab scale testing in closed circuit
- Task 4: Preliminary Design of Tailing Dams and Ancillary Facilities
- Task 5: Estimation of Capital and Operating Costs
- Task 6: Project risk and forward work plans
- Task 7: Project Schedule

1.1 Task 1: Preliminary Review and Site Visit

- a) The Service Provider shall undertake the study of existing reports available with GMDC on Ambaji Deposit, study of mineralogical test work and trace element analysis.
- b) GMDC shall provide the Service Provider with complete exploration report, data/drawings/bore hole log sheets etc., additionally GMDC shall provide access to preserved bore hole cores pertaining to subject exploration campaign. GMDC shall also provide geological block models, assay logs, lithology data, and spatial distribution to the successful Service Provider/Bidder
- c) The Service Provider shall undertake a complete site visit of the mine area.
- d) The Service Provider shall undertake study related to identification of main variables and geological 3D model review.
- e) The Service Provider shall submit the report with key findings from the above-mentioned activities, identify future requirements for fulfilling the objectives under the specified scope of work and draw an action plan to decide the way forward in consultation with GMDC.

1.2 Task 2: Mineralogical and Metallurgical Testing

The objectives of task 2 is to undertake Sample preparation, minerology study and thereafter Metallurgical Testing for analysing the liberation of minerals including trace minerals through lab scale open circuit testing.

Task 2 comprises three sub tasks as below:

a) Sampling and Sample Preparation

The Service Provider shall prepare to collect new information in the form of geological data, cross section, plan maps, drill core data, description of drill cores, purpose and assay methodology etc.

- i. Based on the geology of the region, sampling point with respect to different Ore type and available resources are to be identified from where samples must be collected. The identified sampling point should be accessible and result in the near to accurate ore characteristics of the respective mineralized zone.
- ii. Sample collection methodology is to be defined by the Service Provider based upon the sample point identified. GMDC shall assist in collection of samples from the site under the supervision of the Service Provider in terms of drilling, carving out ore etc by deploying manpower and machineries. However, it may be noted that the grinding, crushing, packing and transportation of samples from the site shall be the responsibility of Service Provider at its own cost and risk. Service provider may use GMDC's lab facilities for this work.
- iii. Further, activities such as crushing, blending, and splitting to be carried out by the Service Provider for sample preparation. The Service Provider shall prepare two (2) representative samples out of which one (1) shall be placed in GMDC's custody and one (1) shall be used for defined activities.
- iv. Based on the above activities, the sampling plan will be generated by the Service Provider and with the mutual affirmation from GMDC after which the sampling activity will be scheduled accordingly.
- v. In case the Service Provider's technical team deems it necessary to carry out any additional exploratory drilling work for sample collection, they shall recommend bore hole locations / areas for generating representative samples and quantify the same. Upon affirmation by GMDC, GMDC shall arrange to carry out the additional exploratory drilling through a separate agency at its own cost and provide the samples.
- vi. The Service Provider shall ensure the representativeness of the metallurgical test samples with respect to ore type, ore mix, dilution, and proposed production in the first to fifth years and in sixth year to closure period of mining operation. Monitor and supervise the sampling activities to ensure the desired quality.
- vii. The Service Provider shall deploy its personnel to guide and supervise the sample preparation, and it shall assume the responsibility of ensuring representative sample. GMDC shall provide resources in terms of labourers and equipment for the sample preparation from site including the crushing, grinding, coning and packaging of the samples.
- viii. The Service Provider shall be responsible for the packaging and transportation of samples from the mine site to its lab. The transportation costs shall be reimbursed by GMDC at actual on submission of requisite supporting evidence. The Service provider

shall need to present the options for the mode of transport and take GMDC 's consent prior to sending sample to its lab.

b) Mineralogy Study of representative samples

- i. After preparation of samples in line with the Sampling Plan, the Service Provider shall generate a detailed Testing Plan and accompany time schedule for the same with affirmation from GMDC
- ii. The Testing Plan shall include High-Definition Mineralogy Study using technologies such as XRD, QEMSCAN, Electron Microprobe, ICP, TIMA etc.
- iii. Elemental Tracking and 3D Liberation Modelling for trace minerals
- iv. The Service Provider shall submit a report highlighting the concepts developed from mineralogical studies, typical practice for the type of deposit investigated and bench-scale tests envisaged for the sample.

c) Mineral Processing and Metallurgical Testing*

- i. Subsequently, the Service Provider shall carry out liberation analysis and all such analyses required to obtain the physical characteristics of the ore including moisture, Uniaxial Compression Strength etc.
- ii. Comminution Testing including size analysis.
- iii. National Institute of Rock Mechanics (NIRM), India had completed the Geo technical study of Ambaji deposit. As per this analysis, the bond work index is 14.
- iv. Abrasion Index and Bond Work Index.
- v. Lab scale Flotation testing.
- vi. Selective flotation tests using various reagents subsequently to achieve max recovery and max grade of copper, lead and zinc in the concentrate.
- vii. Tailing characteristics: Settling test, rheology, etc. required to preliminarily design of the tailing disposal system. The Service Provider shall be expected to independently assess/ verify the water chemistry data.

All test works mentioned in the RFP are broad and indicative and the Service Provider would be required to prepare a detailed Test Work Plan to establish the beneficiation amenability of the ore, for affirmation by GMDC and such test work should be undertaken at **any NABL accredited laboratory in India or ILAC / APAC / NABL / agencies accredited by ILAC / APAC / NABL OR Internationally approved laboratory accredited by national/regional accreditation bodies to conduct the mineralogical / mineral processing studies. Based on the results of characterization, a beneficiation system will be developed to enrich the valuable metals in concentrates/tailings and the detailed characterization study will also be performed for the characterization of concentrates and tailings for the trace metals as well.*

Note: The Service Provider may include or remove tests from the indicative list mentioned above if deemed extraneous for the purpose of establishing the beneficiation parameters in line with the project objective with the approval of GMDC.

1.3 Task 3: Flowsheet Development based on Lab scale flotation tests in closed circuit

- a) Closed circuit Lab Scale Flotation Tests
- The open circuit flotation prepared based on lab scale test may be used as a base for deriving the flowsheet options in a lab scale closed circuit.
 - The lab scale tests of polymetallic ore (Copper, Lead, Zinc and trace minerals), including the specific mineral processing methods or unit operations to be tested for copper, lead and zinc.
 - The objective is to indicate the evaluating process, performance optimizing operating parameters, or validating feasibility for each metal.
 - Smart Lab Testing for simulation shall include a Closed-Circuit Protocol with below mentioned test items.
 - Key Measurements: (i) Froth stability index (for Pb/Cu and Zn circuits) and (ii) Electrochemical potential (Eh) monitoring (for water).
 - **Scalability Cross-Check** (i) Verify lab retention times match plant conditions (ii) Confirm reagent consumptions scale linearly
 - **Test Alternative Scenarios:** (i) Low-grade ore variability (20% of tests) (ii) Reagent shortage contingencies (e.g., switch from NaCN to SO₂/air)
- b) Basis the lab scale flotation tests, the Service Provider shall develop closed circuit flowsheet options and suggest the flowsheet deemed most appropriate for the Project and provide all relevant documents related to the same including, but not limited to design, equipment list, plant layout and sections by carrying out detail lab scale test in close circuit. The service provider should also give the power load list of all equipment.
- c) The Flowsheets shall comprise of mass water and metal balance.
- d) The Service Provider shall also submit the basis of design for the flowsheet suggested.
- e) For a Pre-feasibility study, only high level and preliminary documents shall be prepared.
- Process Design Criteria (PDC)
 - Flowsheet. The Service Provider shall submit the digital flowsheet (Editable in METSIM/DWSIM)
 - Mass Balance (with reagents consumption)
 - Reagent Optimization Matrix (Cost vs. Recovery trade-offs)
 - Key equipment list
 - Plot plan for the future study
- f) Plant unit's area General Arrangement (GA)/ Plant Layout or elevations with high level information would be produced at this stage.
- g) During the Lab scale testing in closed circuit, the Service Provider shall ensure compliance with applicable regulations, permits, and standards governing lab scale testing in mineral processing for copper, lead and zinc.
- h) It is hereby clarified that overall flowsheet shall only include separation level up to the level of Concentrates of Cu, Zn, Pb and any trace minerals. The Service Provider shall suggest possible technologies for separation of Cu, Zn, Pb and any trace mineral based on the characteristics of the concentrate envisaged as per this study. The Service Provider

shall also identify key players/ technology partners (Solvent Extraction Process, or any other process deemed suitable) for establishing the plant. The recovery of trace elements shall be assessed for both, the concentrates and the tailings.

1.4 Task 4: Preliminary Design of Tailing Dams and Ancillary Facilities

It is hereby clarified that only preliminary review/plan would be put together for the different ancillary facilities (water supply, power supply, TSF, effluents treatment). No detailed design would be done at this stage, but more Trade-Off studies showing the different options at a high level and recommending the way forward for the subsequent phases.

- a) Tailing Storage Facility / Infrastructure: The Service Provider shall indicate the nature of tailings and shall suggest the form of disposal to be considered in line with a sustainable and minimal harm approach. The design preparation for the TSF is not required at this stage, however, Service Provider is expected to specify the following.
- Nature, characteristics, and chemical composition of the tailings, as well as settling time data.
 - Suggest an appropriate disposal method that aligns with sustainable practices and minimizes environmental impact.
 - Broad layout and planning.

The detailed design of the TSF shall be undertaken by another consultant which shall be appointed by GMDC at a later stage.

- b) Dewatering Facility: Service Provider shall provide the best suitable design, and specifications for dewatering facility in line with a sustainable and “Zero Liquid Discharge (ZLD)” approach. It is hereby clarified that the water balance and dewatering facility for processing plant only are part of the Scope of the Service Provider. While the preference shall be for dry stack tailing, the Service Provider may suggest another environmentally friendly option as well.
- c) Other Facilities: Service Provider shall also indicate the is expected to provide broad/ high level layout and capacities for the other facilities such as required power, water, land etc. related to beneficiation plant based on its previous experiences. It is to be noted that design preparation is not required at this stage.

1.5 Task 5: Estimation of Capital and Operating Costs

- a) The Service Provider shall indicate capital and operating cost for the beneficiation plant and total project based on the above activities and flowsheets designed to a level of accuracy of at the most $\pm 50\%$ and develop a capital & operation cost sheet for the Beneficiation Plant.
- b) **Identification of trade off studies:** The Service Provider shall carry out a high-level assessment and report possible alternatives for establishment of the processing plant. All relevant studies to be done to identify possible alternate routes for project development is in the scope of the Service Provider. The alternatives should be reviewed at a high level and the result of these reviews will include a listing of potential studies to be carried out at subsequent Feasibility level/Pilot Plan level of the study.

1.6 Task 6: Project risk and forward work plans

- a) The Service Provider shall assess, and report risks related to project activities, tailing disposal, health & safety issues and influence of other non-process factors that may impact the process.
- b) Additionally, the indicative forward work plan shall be submitted by the Service Provider covering activities to be undertaken after the completion of this Lab scale study.
- c) The project risk shall be limited to Metallurgical Risks only.
- d) The risk analysis shall also include geopedological uncertainty, i.e., how mineralogy/ore hardness/reagent demand could vary year-on-year during mine life.

1.7 Task 7: Project Schedule

- a) The Service Provider shall also prepare a preliminary overall Project Schedule for the Beneficiation Plant to indicate timelines for all activities from the completion of the Study through to commissioning of the operation.

The Service Provider shall be required to return the remaining part of samples after the scope is completed or earlier termination of the contract. The Service Provider must return or destroy the remaining part of the sample so collected in the presence of authorised GMDC officials failing which GMDC shall impose liquidated damages.

For the purpose of above Scope of Work, the Battery Limit for the project shall be considered as starting from the receiving hopper of ROM from the Mine before primary crushing facility and the end point is output of Cu, Zn and Pb concentrates as well as tailings disposal.

GMDC officials may be required to visit Service Provider's designated locations to witness tests to evaluate the processes being carried out on samples so collected. Upto five (5) officials of GMDC may undertake such visits during three stages of Scope of Work namely (i) At the end of mineralogical and metallurgical testing (ii) Mineral processing and testing and (ii) flow sheet development. The Service Provider shall be required to facilitate such visits. However, the travel, boarding, lodging and local conveyance of GMDC officials shall be borne by GMDC. Tentative duration of the visit can be 7 to 10 days.

2. DELIVERABLES

- 1) The Deliverables for the Scope of Work is specified in the table below:

Sr No.	Milestone	Timeline for Milestone
1	Preliminary Review and Site Visit	T1 + 1 month
2	Submission of Report for Task 2: i.e. Mineralogical and Metallurgical Testing	T2 + 4 months
3	Submission of Report on Task 3 i.e. Flowsheet Development	T2 + 10 months
4	Submission of draft Pre-feasibility Report covering all tasks (Task 1 to Task 7)	T2 + 11 months

5	Submission of final pre-feasibility report with all tasks / Deliverables	T2 + 12 months
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“T1” refers to Commencement Date which shall be (i) the date of the signing of the Agreement and or (ii) the date of providing of all necessary study documents available with GMDC to the Service Provider which is listed in clause 3 table, whichever is later.

“T2” refers to the date of receipt of sample at the designated testing facility of the Service Provider

3. SUPPORT FROM GMDC

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

- a) All study Reports, information and documents pertaining to Ambaji Project as available with GMDC
- b) Facilitating Site visit (at no transportation cost to GMDC) and meeting relevant stakeholders.
- c) GMDC is in the process of finalization of the following studies and GMDC shall share with the Service Provider all relevant studies upon signing of Non-Disclosure Agreement as per the format specified in Annexure 16.

The studies along with their respective status can be referred to in the table below:

Sr. No.	Study Name	Status
1	Grindability Test	Completed
2	Geo Hydrological Survey	Completed
3	Exploration & Mineral Resource Report	Completed
4	Distance Certificate from wildlife	Completed
5	Legal Consultant	Completed
6	Geo-technical Study	Completed
7	Techno Feasibility Study and Mine Design	In Progress
8	Mining Plan	Approved

It is to be noted that the Commencement Date which shall be (i) the date of the signing of the Agreement and or (ii) the date of providing of all necessary study documents available with GMDC to the Service Provider which is listed in above table, whichever is later. Upon signing of the Agreement and handing over of above documents, the commencement of work/ services, shall be considered start.

SECTION III: INTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Bidding Process

- a. GMDC has adopted a single stage two packet bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in *RFP for Technical Services for the Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India – Second Attempt through International competitive bidding* (the “Bidding Process”). **Technical Bid and Price Bid shall be submitted physically in hard copy prior to the time, date and address provided in clause 1.6.** Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION III. Based on Technical evaluation, the Price Bids of only Bidder’s meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in clause 6.2(a), 5.1 and 5.2 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.4 and 6.3. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the “**Composite Score**”) derived based on Quality cum Cost based method (the “QCBS”) specified in Clause 5.5 of RFP SECTION III. The Bidder obtaining Highest Composite score shall be considered as Preferred Bidder (the “**Preferred Bidder**”).

1.2. Due Diligence

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

1.3. Acknowledgement by Bidder

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

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

GMDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the



Bidding Process, including any error or mistake therein or in any information or data given by GMDC.

1.4. Cost of Bidding

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

1.5. RFP Fee

Bidders are exempted from the submission of RFP Fees.

1.6. Schedule of Bidding

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

Sr. No.	Event Description	Date, Time and Address (Dates are in DD/MM/YYYY formats)
1	Date from which RFP documents will be available	RFP shall be available from 30/03/2026 from website https://www.gmdcltd.com Interested Bidders can download the RFP documents from above specified websites.
2	Last date for receiving Pre-Bid queries/clarifications	Bidders may send their queries by 16/04/2026 upto 18:00 hrs. IST (Indian Standard Time) through email to following contacts or reach out for any assistance. General Manager (PP&D)/Tech IV Email: ppd@gmdcltd.com Address: Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad Land Lines: 079-27912443 Board Lines : 079-27913501, 079-27913200
3	Pre-Bid Meeting	The Pre-Bid Meeting shall be held both physically and online at the same time and date at 12:00 hrs. IST (Indian Standard Time) on 21/04/2026 The venue for the physical meeting will be at GMDC office at Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad. A video link for those who may wish to join online shall be uploaded on GMDC website i.e. https://www.gmdcltd.com prior to pre bid meeting.
4	Last Date and Time of Submission of Technical Bid and Price Bid in Physical Hard Copy	Bidders shall be required to submit the Technical Bid and Price Bid physically in hard copy in sealed cover duly super scribed as mentioned in the RFP clause 4.4 to the GMDC addressed as below through registered post/courier / Speed Post/Hand delivery. Address: Gujarat Mineral Development Corporation Limited, Khanij Bhavan, 132 ft. Ring road, Gujarat University Ground, Vastrapur, Ahmedabad - 380001 Gujarat, India. Land Lines: 079-27912443 The submission should be made strictly on or before: 15/05/2026 16:00 Hrs. IST (Indian Standard Time)

5	Opening of Technical Bid	On 15/05/2026 at 17:00 Hrs. IST (Indian Standard Time) at GMDC office situated at Ahmedabad as per the address specified in sr. no 4
6	Opening of Price Bid	To be indicated at later date after completion of Technical Evaluation
7	Signing of Agreement	Within 30 days from the date of issuance of LOA.

2. GENERAL

2.1. Bid Validity

- Bids shall remain valid for a period of not less than 180 days (One Hundred and Eighty days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

2.2. Numbers of Bids by Bidder

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

2.3. Governing Law and Jurisdiction

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

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

- 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.
- 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.
- Without prejudice to the generality of Clause (a) and (b) above, GMDC reserves the right

to reject any Proposal/Bid if:

- i. Bid does not meet the Pre-qualification and Qualification criteria specified in this RFP
- ii. at any time, a material misrepresentation is made or discovered, or
- iii. The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
- iv. The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
- v. Bidder submits conditional Bid.

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

2.5. Earnest Money Deposit (EMD)/Bid Security

Bidders are exempted from the submission of EMD/Bid Security.

3. DOCUMENTS AND PRE-BID CONFERENCE

3.1. Content of RFP

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

Notice Inviting Tender

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

3.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6. They should send in their queries on or before the date mentioned in clause 1.6 section in order to enable Authority/GMDC to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website i.e. <http://www.gmdcltd.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the clause 1.6.
- b) GMDC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.

- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on GMDC.

3.3. Pre-Bid Meeting

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

3.4. Amendment of Bidding Documents

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

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

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

4.2. Bid Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR) OR US Dollar(s) (USD). In case the price is quoted in USD, it will be converted to INR at the Reference Exchange Rate for purposes of evaluation and determination of contract value as per the RFP provisions.

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:

In case Bidder is an Indian firm

- (1) By a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm as per the respective Indian laws.
- (2) In case of the Bidder Being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

In case Bidder is other than an Indian firm (a foreign firm)

- (1) By a duly authorized person holding the Power of Attorney, in case foreign Bidder is constituted/registered under respective laws of country of origin.

In case Bidder is a consortium

- (1) by a duly authorized signatory of Lead Member holding the power of Attorney, in case Bidder is a consortium
- (2) by a duly authorized person of Consortium Members holding the Power of Attorney of their respective portion as per the applicable sub clauses (1), (2) and (3)

4.4. Submission Format & Sealing and Marking of Proposals

- a) **The Technical Bid shall be submitted in Hard copy and placed in a separate envelope and super scribed the followings;**

“RFP for Technical Services for the Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC’s Copper Project Ambaji in Gujarat, India – Second Attempt”

The documents and format to be submitted for Technical Bid shall be as follows.

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder. To be provided by Lead Member if the Bidder is a Consortium.
2	2	Bidder’s Organization and Experience. <ul style="list-style-type: none"> • Incorporation Documents <ul style="list-style-type: none"> ○ For Indian Bidder: Incorporation document, India GSTIN certificate, PAN details OR Partnership deed, GSTIN registration,



RFP for Technical Services for the Preparation of Pre-feasibility Study for Setting up of Beneficiation Plant for Copper Project, Ambaji, Gujarat

		<p>PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]</p> <ul style="list-style-type: none"> ○ For Foreign Bidder: Incorporation documents and or registration documents under relevant legislation of country of its incorporation In case the incorporation documents are in other than English language it should be accompanied by a notarized translation to English language only. • Documentary evidences for work experience from the client such relevant portion of Work Order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by the Auditor of the firm or a registered Chartered Accountant / registered CPA / equivalent OR self-certification from the Managing Director/CEO of bidder's firm to ascertain authenticity. • In case Bidder is foreign firm, documents other than English language should be accompanied by a notarized translation to English language only. • All members of consortium shall provide above information if the Bidder is a Consortium.
3	3	Comments and Suggestions on the Terms of Reference and Facilities to be provided by Authority (Optional)
4	4	Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR
5	5	Team Composition and Task Assignments
6	6	Curriculum Vitae (CV) for Proposed Experts and Support Staff
7	7	<ul style="list-style-type: none"> • Certificate from the Auditor of the firm or a registered Chartered Accountant / registered CPA / equivalent specifying Turnover for last three Financial Years as per clause 5.1 (iii) with UDIN (For Indian firms) • <i>Audited Financial statements for last three years as per clause 5.1 (iii) In case Bidder is following a calendar year then it should provide audited Turnover from 2018 to 2020. In case Bidder is following financial year then it should provide latest available annual audited turnover for last three years from 2017-18 to 2020-21.</i> • <i>In case a foreign firm is the Bidder, then it must provide evidence of meeting the Financial Capability/Qualification criteria either in equivalent Indian Rupees or USD certified by the Auditor of the firm or a registered Chartered Accountant / registered CPA / equivalent The exchange rate to be used for this purpose (respective foreign currency to INR or USD) should be the rate prevailing on the last of the respective financial year using an official / standard source. The source of exchange rate shall be clearly specified.</i> • <i>In case Bidder's corporate policy does not permit to disclose our absolute turnover figures then Bidder should submit this certificate by auditor of the firm/ registered chartered accountant/CPA confirming that the turnover is higher than the given threshold provided in clause 5.1(iii).]</i>

		<ul style="list-style-type: none"> Information on Bidder 's Testing facility/ Laboratory as below. <ul style="list-style-type: none"> Details of Bidder 's Testing facility/ Laboratory Name of the Agency granted accreditation to Bidder's lab (Such lab/testing facility should have received accreditation from any National / International accreditation Authority of respective countries to conduct the mineralogical / metallurgical testing studies. All members of consortium shall provide above information if the Bidder is a Consortium.
8	8	No Blacklisting certificate Affidavit
9	9	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
10	10	Power of Attorney to Lead Member if the Bidder is a Consortium
11	11	Undertaking for information and document provided are true.
12	12	Joint bidding agreement if the Bidder is a Consortium
		Original RFP documents issued along with updated addendums/ amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
		A pen drive comprising of soft copy of Technical Bid also to be submitted as part of Technical Bid

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexure. In case of Bidder is foreign firm, documents other than English language should be accompanied by a notarized translation to English language only.

- b) **Price Bid to be filled up as per the format provided in the Annexure 13 and submitted on Bidding firm's letter head in hard copy.**

The price Bid shall be placed and sealed in separate envelope on which the following shall be super scribed:

"RFP for Technical Services for the Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India – Second Attempt – Price Bid"

- c) **Both the envelopes specified in sub clauses a) and b) hereinabove shall be placed in outer envelopes and super scribed the followings.**

"RFP for Technical Services for the Preparation of scoping study/Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India – Second Attempt – Bid submission"

The Bidder shall also place a pen drive comprising of soft copy of Technical Bid in Hard copy of Technical Bid.

- d) **The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.6**

4.5. Bid Due Date

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC on <http://www.gmdcltd.com>.

4.6. Late Submission

- a) The Bids (i.e. Physical submissions for Technical Bid and Price Bids) received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents.

4.7. Modification and Withdrawal of Bids

- a) Bidder shall not be able to modify any part of its Bid after the Bid Due Date.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall be disregarded.

5. BID EVALUATION CRITERIA

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

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

5.1. Pre-Qualification Criteria

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

- (i) The Bidder should be a legal entity registered either in India or abroad in foreign countries under the relevant legislation of country of its incorporation. Indian/Foreign firms can participate in bidding process as single bidder or as member of consortium.

All Consortium Members must meet registration criterion specified in para above if the Bidder is a Consortium.

The Bidders are required to provide Incorporation and Registration Certificate as evidence. In case the Bidder is a foreign firm then incorporation documents other than

English language should be accompanied by a notarized translation to English language only.

- (ii) The Consortium is permitted to participate in this RFP. The maximum number of Consortium is limited to 2. Both Consortium members must meet Pre-Qualification Criteria of the consortium & the Qualification criteria together/individually as per the criteria stated hereunder. The Bidder must meet the additional consortium criteria specified hereunder.
- a) A Bidding Consortium is required to nominate one of the members as a Lead Member. The Lead Member shall be authorized to sign the Proposal/Bid on behalf of the Consortium and do all deeds and acts on behalf of the Consortium. The nomination should be supported by a Power of Attorney in favour of the Lead Member as per format Provided in Annexure 10.
 - b) An entity cannot be a member of more than one bidding Consortia. An entity bidding as single Bidder cannot be a part of Consortium in such case Bids of the Bidders shall be considered non-responsive and rejected.
 - c) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period. The Consortium Members should together meet Pre-Qualification and Technical Score criteria and individually meet criteria stated in sub clause 5.1 (v) second para.
 - d) Each member of the Consortium, if awarded the Contract pursuant to this RFP, shall be jointly and severally liable for the Score of work and discharging of all obligations resulting from this RFP document.
 - e) The Bidding Consortium shall provide a Joint Bidding Agreement between the consortium members specifying the followings as per the format provided in Annexure 12.
 - (1) Convey the intent to enter into Consortium Agreement and subsequently perform all the obligations of the Consultant under this RFP, in case the Project is awarded to the Bidding Consortium.
 - (2) Clearly outline the proposed roles and responsibilities, if any, of each member as per the clause 5.1 (ii)(c).
 - (3) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant under this RFP during the Contract Period.
 - (4) Include a statement that if contract is awarded then Consortium members shall sign the Consortium Agreement and share the copy with GMDC.
 - (5) The Tenure of the Consortium Agreement shall be coinciding with the Contract Period. The Consortium shall continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority (GMDC) only.

- (iii) The Bidder must have an average annual audited revenue of INR 100 crore OR USD 11.54 million or equivalent (for foreign firms) for last three years.

In case the bidder is a foreign firm from outside India, then it must provide evidence of meeting the Financial Capability/Qualification criteria either in equivalent Indian Rupees or USD certified by the Auditor of the firm or a registered Chartered Accountant / registered CPA / equivalent. The exchange rate to be used for this purpose (respective foreign currency to INR or USD) should be the rate prevailing on the last day of the respective financial year using the **Reference Exchange Rate as prevailing on 23rd March, 2026** as benchmarked to Reserve Bank of India (RBI) Reference rates for the day (published on <https://www.rbi.org.in> website).

Consortium Members should together meet this criterion stated in para hereinabove if the Bidder is a Consortium.

- (iv) The Bidder should have testing facility/laboratory for the mineralogical/metallurgical testing and flowsheet development. Such testing facility/laboratory should have accreditation from any national accreditation authority of respective countries OR international authority which is a member/ signatory of ILAC / APAC OR quality certification by verification body accredited by national accreditation authority of respective countries / international accreditation authority signatory of ILAC / APAC. The Bidder must provide the evidence for this.

The Bidder should also have prior experience of mineralogical testing/metallurgical testing/flowsheet development for the metal projects.

Consortium Members together meet this criterion if Bidder is a Consortium.

- (v) The Bidder should have satisfactorily completed Preparation of at least one Detailed Project Report/ Feasibility Study/Prefeasibility study/ Detailed Engineering/ Basic Engineering for beneficiation plant of metal project involving flotation studies, in the last ten completed years and current year (2014 to 2025).

All Consortium Members together meet criteria specified in para hereinabove if Bidder is a Consortium.

Documentary evidence for work experience from the client such relevant portion of Work Order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by the Auditor of the firm or a registered Chartered Accountant / registered CPA / equivalent OR self-certification from the Managing Director/CEO of bidder's firm to ascertain authenticity.

- (vi) In case of Consortium, each Consortium member individually satisfy at least criteria 5.1 (iv) or 5.1(v) and together meet all criteria listed in clause 5.1(i) to (v) &(viii).

- (vii) In case Bidder intends to tie up / subcontract the testing work, then it is permitted subject to fulfilling following conditions.

a) The bidding firm must provide all details and credentials of sub-contractor/Lab as part of its Technical Proposal.

b) The sub-contractor/ lab should have prior experience of mineralogical testing for the metal projects.

c) The sub-contractor/ lab should have accreditation as per clause 5.1 (iv).

- d) The bidding firm must have prior work experience with sub-contractor/lab of successful execution of at least one assignment for work similar to that which is intended to be subcontracted. The Bidder should provide evidence of this as part of its Technical Proposal.
- e) The Bidding firm must provide authorization from the sub-contractor that includes (i) Statement to the effect that it (the sub-contractor) has relevant credentials to execute the intended subcontracting work (ii) a broad description of the role and responsibility of the sub-contractor (iii) a statement to the effect that the work subcontracted would be consistent with RFP scope of work.
- f) The replacement of subcontractor after the award of the work shall not be permitted in the normal course. It would only be permitted in exceptional circumstances upon approval from GMDC subject to the replacement sub-contractor bearing equal or higher credentials than the previous sub-contractor.
- g) The Subcontracting shall not absolve the Bidder from responsibilities and liabilities stated in RFP. The Single Bidder shall remain single point of contact with GMDC and shall be responsible for all contractual obligations.
- h) The Bidder must provide copy of sub contract Agreement with GMDC when the contract is awarded”

In case the Bidder is a Consortium then it shall not be permitted to subcontract the testing work involving laboratories.

(viii)The Bidder should not have blacklisted or barred by any Government or regulatory Authority for doing business. Towards fulfilment of this criteria, the Bidder should submit self-certified No Blacklisting Affidavit as per the format provided in Annexure 8. All members of the Consortium must meet this criterion.

5.2. Technical Score Criteria

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

Sr No.	Marking Heads	Marks	Sub-Marks
A	Experience of Bidder	40	
	Experience over last ten completed years and current year (2014-2015 to 2024-2025) meeting the following criteria		
1	Type of Scope: Preparation of Basic Engineering / Detailed Project Report / Feasibility Report / Prefeasibility study / Detailed Engineering/Basic Engineering for beneficiation plant for metal project involving flotation studies. Country: India or in any country other than India Type of Client: Government owned firm/ Private sector registered firm. Engagement: Completed work shall be considered eligible for assigning marks.	30	10 marks per project. Max 3 projects. Max 30 marks

Sr No.	Marking Heads	Marks	Sub-Marks
	<ul style="list-style-type: none"> Different projects (with separate Work Orders / Purchase Orders and separate scope) with the same client can be cited as separate projects. Different Relevant portion of Work Order / contract and Client completion certificate to be submitted as evidence. In case of confidential engagement, the Authorised representative / MD / CEO of the Bidder shall submit self-certified affidavit. In case the Bidder is a foreign firm then documents other than English language should be accompanied by a notarized translation to English language only. 		
2	<p>Type of Scope: Preparation of Basic Engineering / Detailed Project Report / Feasibility Report / Prefeasibility study / Detailed Engineering/Basic Engineering for beneficiation plant for Copper, Lead, Zinc concentrate metal project involving flotation studies.</p> <p>Country: India or in any country other than India</p> <p>Type of Client: Government owned firm / Private sector registered firm.</p> <p>Engagement: Completed work shall be considered eligible for assigning marks.</p> <ul style="list-style-type: none"> Different projects (with separate Work Orders / Purchase Orders and separate scope) with the same client can be cited as separate projects. Relevant portion of Work Order / contract and Client completion certificate to be submitted as evidence. In case of confidential engagement, the Authorised representative / MD / CEO of the Bidder shall submit self-certified affidavit. In case the Bidder is a foreign firm then documents other than English language should be accompanied by a notarized translation to English language only. 	10	5 Marks per project Max 2 projects. Max 10 marks
B	Team	20	Minimum Qualification and Marking criteria for Project Team are specified in the table below
	Team Leader	6	
	Beneficiation Expert	5	
	Process Engineering Expert	5	
	Chemist	4	
C	Approach and Methodology for Proposed Work – (Evaluated through Bidder’s Presentation to GMDC)	40	
1	Understanding of the key steps/ method for preparation of Prefeasibility Study report on Beneficiation Plant for metal-based mining projects	15	
2	Experience pertaining to Preparation of Pre- feasibility Study report/ floatation study for beneficiation plant for	10	

Sr No.	Marking Heads	Marks	Sub-Marks
	beneficiation plant for Copper, Zinc, Lead concentrate metal project – illustrated through two case studies		
3	Given the industry status, best practices and objectives of GMDC, what is the suggested best fit approach and methodology for Scope of Work	15	
	Total (A+B+C)	100	
	Qualifying Marks	70	

*For Criteria A 1 and A2 , the Bidder should provide Documentary evidence for work experience from the client such relevant portion of Work Order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by the Auditor of the firm or a registered Chartered Accountant / registered CPA / equivalent OR self-certification from the Managing Director/CEO of bidder's firm to ascertain authenticity.

Bidder must Score minimum **70 marks** out of total 100 marks in Technical Marking/Score Section specified herein above. The bids of bidders obtaining lower than 70 score will be declared disqualified and shall not be evaluated further. In case the Bidder is a Consortium then all Consortium members must together meet Technical Score criteria.

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

Position	Minimum Qualification	Marking criteria
Team Leader	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduation in Mechanical / Metallurgy/mineral processing or equivalent <p>2. Experience</p> <ul style="list-style-type: none"> Total Experience: 15 Years Mineral Processing experience: 15 years 	<p>1. Relevance of experience: 4 marks</p> <ul style="list-style-type: none"> 3 relevant projects / assignments: 2 marks. Over 3 relevant projects /assignments: 4 marks <p><i>Relevant Project is defined as Pre-feasibility study / Feasibility study/ Detailed Project Report for Mineral/Metal Beneficiation Projects.</i></p> <p>2. Length of the Experience: 2 marks</p> <ul style="list-style-type: none"> 15 to 17 years of total experience: 1 marks >17 years of total experience: 2 marks <p>Total (1+2): 6 Marks</p>
Beneficiation Expert	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduation in Mechanical / Metallurgy/mineral processing or equivalent <p>2. Experience</p> <ul style="list-style-type: none"> Mineral Processing Experience: 10 Years (Experience in Processing/ beneficiation of Copper 	<p>1. Relevance of experience: 3 marks</p> <ul style="list-style-type: none"> Mineral Processing related Services for 2 Projects: 2 marks Mineral Processing related Services in 3 or more Projects: 3 marks <p>2. Length of Experience: 2 marks</p> <ul style="list-style-type: none"> 10 to 12 years: 1 mark >12 Years : 2 marks <p>Total (1+2): 5 Marks</p>

	concentrate/ other metal concentrate)	
Process Engineering Expert	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduation in Mechanical / Metallurgy / mineral processing or equivalent <p>2. Experience</p> <ul style="list-style-type: none"> Mineral Processing Experience: 10 Years (Experience in Processing / beneficiation of metal concentrate) 	<p>1. Relevance of experience: 3 marks</p> <ul style="list-style-type: none"> Engineering services related to Processing Plant for atleast 2 Projects: 2 marks Engineering services related to Processing Plant in 3 or more Projects: 3 marks <p>2. Length of Experience: 2 marks</p> <ul style="list-style-type: none"> 10 to 12 years: 1 mark >12 Years: 2 marks <p>Total (1+2): 5 Marks</p>
Chemist	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduate Engineer (Chemical) or Masters Degree in Chemistry <p>2. Experience</p> <ul style="list-style-type: none"> Min Experience: 10 Years in Testing of Mineral/Metal 	<p>Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> Testing of Mineral/Metal for 2 Mineral Processing Projects: 1 mark. Testing of Mineral/Metal for more than 2 Mineral Processing Projects: 2 marks <p>Length of Experience: 2 mark</p> <ul style="list-style-type: none"> 10 to 12 years: 1 mark >12 years : 2 marks <p>Total (1+2): 4 Marks</p>

5.3. Credit from Parent / Subsidiary / Sister Concern

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

5.4. Evaluation of Price Bid and Financial Score

- (a) The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum 70 marks in the Technical score system as specified in clauses 6.2(a), 5.1 and 5.2 respectively) Bidders shall be opened. The Bidder shall be required to quote Service Fees for executing the Scope/TOR as per the provisions of this RFP and as per the Price Bid format provided in Annexure 13. The Bidders are required to quote total Service Fees exclusive of all taxes.
- (b) The Financial Score of each bidder based on its Service Fees shall be evaluated as follows:

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

Where;

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

FiC is the Service Fees quoted by Bidder

Bidder scoring Lowest charges shall be given 100 marks and other bidders shall be given marks proportionately.

5.5. Composite Score

- (i) The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula.
- $$\text{Composite Score (CS)} = \text{Technical Score (TeS)} * 0.80 + \text{Financial Score (Fis)} * 0.20$$
- The technical experience has been assigned **80%** of weightage while price quote is assigned **20%** weightage.
- (ii) The Bidders shall be ranked in terms of Composite Score obtained ("Rank List"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder.
- (iii) After negotiations at the discretion of GMDC, the Letter of Award (LOA) would be granted to the preferred bidders who would then be the Successful Bidder with whom the Agreement shall be signed.
- (iv) In the event of any preferred bidders withdrawing or disqualifying for any reason, the respective Rank lists shall be used to arrive at the next Preferred Bidder.

6. EVALUATION PROCESS

6.1. Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.

- (ii) The Bidder's names, the presence or absence of Technical Bid and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

6.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 4.4** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

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

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) The Technical Bid and Price Bid are submitted in Hard copy separately and properly as per the terms of the RFP.
 - (ii) Physical submission of Technical Bid and Price Bid are made within specified timeline.
 - (iii) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - (iv) 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);
 - (v) It does not contain any conditionality; and
 - (vi) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

b) *Assessment of Pre-Qualification Criteria*

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

c) *Determination of Technical Score*

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

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

6.3. Opening of Price Bid and Financial Score

- (i) The Price Bid shall be submitted as per the format specified in Annexure 13 to this RFP in Hard copy before the Bid Due date specified in clause 1.6.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 6.2, 5.1 and 5.2 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 (c) in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.4.

6.4. Composite Score

- (i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in the clause 5.5.
- (ii) The Bidder achieving “Highest Composite Score” shall be generally declared as Preferred Bidder (the “Preferred Bidder”) and considered for award after following the due process including negotiation.

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

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

6.6. Verification and Disqualification

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

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

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

- a) Invite the remaining Bidders to submit their Bids or
 - b) Take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.
- (iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service provider either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Service provider, as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Service provider. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are

advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, GMDC and/ or their Service providers/ employees/representatives on matters related to the Bids under consideration.

6.8. Correspondence with Bidder

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

6.9. Confidentiality

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

7. SELECTION OF SERVICE PROVIDER AND SIGNING OF AGREEMENT

7.1. Notification of Award

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

7.2. Signing of Agreement

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Draft Agreement
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section V of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of INR 300 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the

dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

- (iv) After the signing of Agreement, the Successful Bidder shall call the “Service provider”.

7.3. Performance Security

- (i) The Successful Bidder shall avail any one Option among below mentioned options for submission of the Performance Security.

(a) **Option 1:** 5% of the Service Fees to be submitted upfront in the form of Demand Draft or an unconditional and irrevocable bank guarantee or wire transfer. The Performance Security shall be returned to the Service Provider at the time of settlement/payment of Final Bill post submission of Final Detailed Project Report.

(b) **Option 2:** 5% of the Service Fees to be deducted from each Bill/Invoice. The deducted invoiced amount shall be returned to the Service Provider at the time of settlement/payment of Final Bil post submission of Final Detailed Project Report.

- (ii) The Agreement shall be signed with ethe Successful Bidder only after it conveys its preferred option for submission of the Performance Security. In case, the Successful bidder chooses to submit the Performance Security upfront, in such case the Agreement shall be signed post submission of the Performance Security.

- (iii) In case, the Successful bidder chooses to submit the Performance Security upfront, in such case the Performance Security shall be payable to GMDC from Approved Bank to GMDC in any one of the following forms/formats.

a) Account payee Demand Draft /Banker’s Cheque from any bank among the list of scheduled commercial Bank in India published by Reserve Bank of India. In case of foreign Bidder (s), the Demand Draft/ Banker’s Cheque could be from any such foreign Bank having Branch in India or an Indian Bank having branch in the country of origin of the foreign Bidder(s) or foreign Bank with letter of confirmation from any Indian Bank.

b) An irrevocable Bank Guarantee (the “**Bank Guarantee**”), from Approved Bank to GMDC as per the Annexure 14 in the format prescribed in the bid documents. In case of foreign Bidder (s), the Bank Guarantee could be from (i) any such foreign Bank having Branch in India with letter of confirmation of Bank Guarantee from Indian Bank **or** (ii) an Approved Bank to GMDC having branch in the country of origin of the foreign Bidder(s).

c) By depositing the stated amount directly into GMDC bank account through NEFT/RTGS/wire transfer in GMDC’s Bank account specified below.

Bank Name: ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

IFS Code: ICIC0000024

SWIFT Code: ICICINBBXXX

- (iv) Such performance Security shall be in favor of Gujarat Mineral Development Corporation Limited and admissible and payable at Ahmedabad branch.

- (v) The Service provider shall maintain a valid and binding Performance Security for a Contract Period. The Service provider shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry

of three months. In case Contract Period is extended then the Service provider shall have to renew Performance Security for a period of extended Contract Period.

- (vi) If the successful Bidder may be fails to furnish the Performance Security, it shall be lawful for GMDC to cancel the contract or any part thereof.
- (vii) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - (a) in the event GMDC requires to recover any sum due and payable to it by the Service provider including but not limited to Damages; and which the Service provider has failed to pay in relation thereof; and
 - (b) In relation to Service provider's breach in accordance with the terms contained in the Agreement.
- (viii) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement. The Service provider shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (ix) At the end of the Contract Period, the Performance Security shall be returned to the Service provider without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

7.4. Commencement of Work/Assignment

- (i) The Service Provider shall commence the Work on Commencement Date. The Commencement Date which shall be (i) the date of the signing of the Agreement and or (ii) the date of providing of all necessary study documents available with GMDC as per the clause 3 of the Scope of Work section to the Service Provider, whichever is later.
- (ii) If the Service provider fails to either sign the Agreement as specified in Clause 7.2 or commence the assignment as specified herein, GMDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

7.5. Proprietary Data

Subject to the provisions of Clause 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the Service provider, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Service provider to GMDC in relation to the Assignment pursuant to TOR shall be the property of GMDC.

7.6. Tax Liability

- (i) The Service Fees quoted by Bidder shall be exclusive of GST applicable in India but inclusive of all taxes applicable in Bidder's country of Origin. GMDC will re-imburse, when the evidence of such tax having been paid to GST authorities in India is produced, the amount of GST applicable to the Service Provider. The service fees shall therefore be inclusive of all taxes

applicable to the Service Provider other than GST in India. Thus the risk of applicability and burden of any taxes other than GST in India, including any duties and levies, in India or any other country, shall be borne by the Service provider as GMDC is not in a position to judge the tax situation of the Service Provider.

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

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In 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 Service provider as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Service provider shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Service provider as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or
- (ii) after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract,

any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the Project;

- (iii) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iv) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (v) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (vi) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9. CONFLICT OF INTEREST

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Service (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder’s Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
- b) GMDC requires that the Service provider provides professional, objective, and impartial advice and at all times hold GMDC’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.
- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder.
 - A. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
 - (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may

be, also holds:

- a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder or Associates is Company; and/or
 - b) More than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
- (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its Member or Associates is Company; and/or
 - b) More than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. A constituent of such Bidders is also a constituent of another Bidders; or
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service provider will depend on the circumstances of each case. While providing services to GMDC for this particular assignment, the Service provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

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

SECTION IV: SERVICE FEES AND PAYMENT TERMS

1. SERVICE FEES

- a) The Bidders shall be required to quote Service Fees as per the Price Bid format provided in Annexure 13 for execution of TOR as per the below mentioned table:

Sr. No	Scope Description	Unit	Currency (USD/INR)	Service Fees (Amount in USD/INR)
1	Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India	Lumpsum		
Total				

The Bidders are permitted to quote Service Fees in Indian National Rupee (INR)/ US Dollars (USD) as per their preference.

- b) The Service Fees quoted by Bidder shall be exclusive of GST applicable in India but inclusive all taxes applicable in the Bidder's country of Origin. GMDC will re-imburse, when the evidence of such tax having been paid to GST authorities in India is produced, the amount of GST applicable to the Service Provider. The service fees shall therefore be inclusive of all taxes applicable to the Service Provider other than GST in India. Thus the risk of applicability and burden of any taxes other than GST in India, including any duties and levies, in India or any other country, shall be borne by the Service provider as GMDC is not in a position to judge the tax situation of the Service Provider.
- c) The Service Fees quoted by Bidders represent remuneration of Bidder's staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance, taxes applicable in foreign country of origin as specified in sub point b) hereinabove. The above quoted rates also represent hedging cost for foreign exchange fluctuation and any other expense as specified elsewhere in RFP to be incurred for executing the Terms of Reference.
- d) For the purpose of Price Bid Evaluation, the currency quoted in USD shall be converted in to equivalent Indian currency/ Indian National Rupee (i.e. INR) using the **Reference Exchange Rate as prevailing on 23rd March, 2026** as benchmarked to Reserve Bank of India (RBI) Reference rates for the day (published on <https://www.rbi.org.in> website).The price Bids of all Bidders shall be compared after converting it into INR.

Illustrative example for understanding only

- The service Fees Quoted by Bidder A and Bidder B
Bidder A: INR 50 million
Bidder B: USD 1 million
- For example -Reference Exchange Rate as prevailing on 23th March, 2026, USD 1 = INR 93.8980.
- GMDC will convert the Service Fees of Bidder B quoted in USD into INR using above specified exchange rate = USD 1 million x 93.8980 = INR 93.8980 million

- For the purpose of Evaluation, the Price Bid so converted into INR shall be taken into consideration as below.

Bidder A : INR 50 million

Bidder B : INR 93.8980 million

2. PAYMENT TERMS

a) Payment Currency and Foreign exchange fluctuation risk

- (i) The contract under this service will be an Indian National Rupees (INR) contract.
- (ii) **If the selected firm is an Indian entity**, then the payment shall be made as per the payment milestone specified in sub clause 2 b) (i) by depositing the invoice amount in Service provider's Bank account in Indian currency i.e., INR only.
- (iii) **If the selected firm is a foreign entity**, then the payment shall be made as per the payment milestone specified in sub clause 2 b) (i). In this case, it is assumed that any possible risk arising from depreciation in the foreign exchange rate is built into its Price Bid/ Contract Price/ Service Fees. No additional payment for any variation in the currency exchange rate is available under the contract.

Payment currency

For foreign firm who have quoted their prices in USD, the payment shall be made in Indian currency i.e. INR. The amount of Indian currency equal to corresponding USD amount shall be determined using the Reference Exchange Rate as on 23rd March, 2026 as benchmarked to Reserve Bank of India (RBI) Reference rates for the day (published on <https://www.rbi.org.in> website).

Illustrative example

- The Service provider raises invoice of USD 100
- Reference Exchange Rate say USD 1 = INR 93.8980
- GMDC will convert the invoice amount into INR using above specified exchange rate = USD 100 x 93.8980 = INR 9389.80
- Thereafter GMDC will make payment of INR 9389.80 (which is equal to invoice amount).

Mode of Payment

- The Foreign firm can exercise option of receiving payment from GMDC through either Direct Bank Transfer/Wire Transfer **OR** Letter of Credit (LC) arrangement.
- However, the foreign firm, at the time of bidding itself, shall exercise an option in writing, in favour of taking payments due against the payment milestone specified in sub clause 2 b), through either Direct Bank Transfer/Wire Transfer **OR** Letter of Credit arrangement. The option so exercised shall be an integral part of the Bid proposal. The option once exercised shall be final and no change shall be permitted thereafter during the course of execution of Contract.
- In case the foreign firm exercised the option of receiving payments through LC arrangement then modalities for such arrangement shall be worked out during later stage. However, all incidental bank charges for such arrangement shall be borne by the Service provider. Further, the LC condition shall inter-alia provide that GMDC shall issue

letter of authorisation against each bill/invoice which shall become basis for the payment to the Service provider.

b) Invoicing and Payment Milestones

The payment shall be made upon satisfactory provision of services within 14 days from the date of receipt of Invoice for each respective part of the project as per the following payment milestones:

Sr No.	Milestone	Timeline for Milestone	Payment Milestone in terms of % of Fees
1	Preliminary Review and Site Visit	T1 + 1 month	15%
2	Submission of Report for Task 2: i.e Mineralogical and Metallurgical Testing	T2 + 4 months	35%
3	Submission of Report on Task 3 i.e Flowsheet Development	Start of T2 + 10 months	20%
4	Submission of draft Pre- feasibility Report covering all tasks (Task 1 to Task 7)	Start of T2 + 11 months	20%
5	Submission of final feasibility report with all tasks / Deliverables	Start of T2 + 12 months	10%
Total			100%

“T1” refers to Commencement Date which shall be The Service Provider shall commence the Work on Commencement Date. The Commencement Date which shall be (i) the date of the signing of the Agreement and or (ii) the date of providing of all necessary study documents available with GMDC as per the clause 3 of the Scope of Work section to the Service Provider, whichever is later.

“T2” refers to the date of receipt of sample at the designated testing facility of the Service Provider

- 1) The Service provider shall submit invoices upon achieving milestone stated in sub clause hereinabove. GMDC shall make payment as per the mode of payment specified in sub clause 2a) within 14 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to contract conditions.
- 2) The amount of Payment shall not exceed the Contract Price The Service Fees quoted by Bidders shall be exclusive of all applicable taxes in India except GST in India. The risk of applicability of any other taxes, duties and levies in India or foreign country of origin, shall be borne by the Service provider.
- 3) Applicable GST in India over and above the Service Fess/ invoice amount shall be reimbursed to the Service Provider upon producing the evidences of payment of such taxes and applicability of taxes.
- 4) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per Indian laws. The TDS certificate(s) shall be provided as per the due date specified in the Income Tax Act of India¹.

¹ Some countries have a Double Taxation Avoidance Agreement with India, and for firms from such countries, they are provided tax credit for tax deducted at source in India during payments emerging from India. However, bidders must make their own estimate of such credits or absence thereof, and bid accordingly. GMDC may not be able to assist for availing such credit (if available) in the country of the selected firm beyond providing a tax deduction certificate.

SECTION V: CONTRACT TERMS AND CONDITIONS

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

BETWEEN

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

AND

_____, (i.e. Name of the Preferred Bidder/ Name of the Lead Member of Consortium if Preferred Bidder is a Consortium) having its registered office at _____, hereunder referred to as the "**Service provider**" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

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

WHEREAS

- A. GMDC vide its Request for Proposal, dated ____ invited Bids from competent parties through transparent and competitive bidding process for "**Technical Services for the Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India – Second Attempt**" as per the terms specified in RFP and this Agreement (hereinafter called the "**Project / Assignment**");
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Service provider dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. _____ dated _____ accepting the particular Bid Proposal.
- C. The Service provider has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to "**Technical Services for the Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India – Second Attempt**" on the terms, conditions and covenants hereinafter set forth in this Agreement.
- D. The Service Provider has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of Service Provider for providing "**Technical Services for the Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India – Second Attempt**" on the terms, conditions and covenants hereinafter set forth in this Agreement

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

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

This Agreement along with all Annexure/schedule hereto.

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

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

1. GENERAL

1.1. Definition and Interpretation

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

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

- g. **“Day”** means calendar day.
- h. **“Dispute”** shall have a meaning specified in clause 10
- i. **“Effective Date”** shall have meaning specified in clause 3.1.
- j. **“Force Majeure”** shall have a meaning specified in clause 3.6.1.
- k. **“Insurance”** shall have a meaning specified in clause 4.9.
- l. **“Local Currency”** means Indian Rupees.
- m. **“Material Breach”** means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.
- n. **“Party”** means the “Authority” or the Service provider, as the case may be, and **“Parties”** means both of them.
- o. **“Performance Security”** shall have a meaning specified in clause 8.1
- p. **“Personnel”** means professionals and support staff provided by the Service providers and assigned to perform the Services or any part thereof;
- q. **“Services”/ “Scope of Services/Terms of Reference (TOR)”** means the work to be performed by the Service provider pursuant to this Contract, as described in RFP SECTION II;
- r. **“Sub-Service providers”** means any person or entity to whom/which the Service provider subcontracts Lab work subject to meeting the criteria specified in clause 5.1 of section III of the RFP. Sub-contracting does not absolve the Service provider from its obligations provided in this Agreement.
- s. **“Terms of Reference”** (“TOR”) are the description of scope of Service to be performed by the Service provider. Detailed TOR is specified in RFP SECTION II;
- t. **“Third Party”** means any person or entity other than the “Authority”, or the Service provider.

1.2. Relationship between Parties

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

1.3. Rights and Obligations

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

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

1.4. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the arbitration as specified in Clause 10.2, the courts at Ahmedabad, Gujarat, India, shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement, including applications under the Arbitration and Conciliation Act, 1996 (as amended), such as applications for interim measures, appointment of arbitrators, challenge to the arbitral award, and enforcement of the arbitral award.

1.5. Language

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

1.6. Table of Content and Heading

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

1.7. Notices

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

If to Authority;

General Manager (PP&D)/Tech IV

Email: ppd@gmdcltd.com

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

Land Lines: 079-27912443

Board Lines: 079-27913501, 079-27913200

If to Service provider.

1.8. Location

The Services shall be performed at the premises of Service Provider, and at offices of GMDC insofar as such location is incidental thereto.

1.9. Authorised Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Authority” or the Service provider may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be General Manager (PP&D)/Tech IV, GMDC Ltd.
- c) The Service provider may designate one of its employees as Service provider’s Representative. Unless otherwise notified, the Service provider’s Representative shall be: -----

2. CONSORTIUM CONDITIONS (Applicable If selected Service Provider is a Consortium)

- a) In case, the Service Provider is a Consortium then it shall submit a Consortium Agreement (the contract between the consortium members) comprising the terms specified in clause 5.1 (ii) e) of Instruction to Bidder Section, within 20 days from LOA to Authority for its review which shall become part of this Agreement.
- b) The signatories of Agreement must be duly authorized.
- c) The Consortium shall perform all obligations and responsibilities of the Service Provider specified in this Agreement during the Contract period and additionally adhere to the conditions specified hereunder.
 - (i) Each member of the Consortium shall be jointly and severally liable for the TOR/ Scope of Work and discharge of all obligations resulting from the Agreement.
 - (ii) Any modification in roles and responsibilities between consortium members during Contract Period shall be allowed only after approval from the Authority.
 - (iii) Any Dispute arising during Contract Period between the Consortium Member shall be resolved amicably without adversely impacting Project. If in Authority’s opinion, Dispute between Consortium members is adversely impacting the Project then Authority may in its sole discretion and in the interest of the Project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.

3. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

3.1. Effectiveness of Agreement

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

3.2. Commencement of Services

The Service Provider shall commence the Work on Commencement Date. The Commencement Date which shall be (i) the date of the signing of the Agreement and or (ii) the date of providing of all necessary study documents available with GMDC as per the clause 3 of the Scope of Work section to the Service Provider, whichever is later (“Commencement of Services”).

3.3. Termination of Agreement for failure to commence Services.

If the Service provider does not commence the Services within the period specified in Clause 3.2 above without valid reasons, GMDC may, by not less than 1 (one) weeks' notice to the Service provider, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Service provider shall be deemed to have accepted such termination.

3.4. Contract Period

a) The Service provider shall be required to complete the scope specified in section II /TOR within timeline specified in Deliverable section unless terminated earlier pursuant to clauses 3.3 and 3.7 hereof or extended hereof pursuant to sub clause b) hereunder. The period of Agreement is thus fixed from the date of signing of the Agreement to the timeline specified in Deliverable section from such date (the "Agreement Period"/ "Contract Period").

b) Extension of Agreement

GMDC may extend Contract Period in mutual agreement with the Service provider (i) if TOR is incomplete/not executed on time due to reasons not attributable to the Service provider or with valid reasons or occurrence of Force Majeure Events or occurrence of undeniable events and / or (ii) need for the extension so arises for any reason deemed fit to GMDC. Any delay due to reasons not attributable to the Service Provider may be considered for the extension. In case of extension beyond 12 months due to such reasons, an annual escalation based on prevailing inflation in India on the remaining fees amount shall be provided.

3.5. Modification of Agreement

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

3.6. Force Majeure

3.6.1. Definition

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

account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.6.2. No Breach of Agreement

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

3.6.3. Measures to be taken.

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

3.6.4. Extension of Time

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

3.6.5. Payments

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

3.6.6. Consultation

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

3.7. Termination of Agreement

3.7.1. Termination by Authority

GMDC may, by not less than 30 (thirty) days' written notice of termination to the Service provider, such notice to be given after the occurrence of any of the events specified in this Clause 3.7.1, terminate this Agreement if:

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

- b) the Service provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, , within 30 (thirty) days of receipt of such notice of breach or within such further period as GMDC may have subsequently granted in writing;
- c) the Service provider becomes insolvent or bankrupt or enters into any agreement within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- d) Any representation made or warranties given by the Service provider under this Agreement is found to be false or misleading;
- e) The changes in roles of Consortium members without prior approval of GMDC or changes in Consortium member without prior approval of GMDC.
- f) The Service Provider does not abide by the Consortium Conditions specified in this Agreement.
- g) If the Service provider fails to make any payments/damages/penalties due to Authority within the period specified in this Agreement or extended period as mutually agreed by the Parties without any valid reason.
- h) the Service provider fails to comply with any final decision reached as a result of Dispute Resolution Procedure pursuant to Clause 10 hereof;
- i) the Service provider submits to GMDC a statement which has a material effect on the rights, obligations or interests of GMDC and which the Service provider knows to be false;
- j) any document, information, data or statement submitted by the Service provider in its Proposals, based on which the Service provider was considered eligible or successful, is found to be incorrect or misleading due to Service Provider's fraudulent misrepresentation.
- k) as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

3.7.2. By Service provider

The Service provider may, by not less than 30 (thirty) days' written notice to GMDC, such notice to be given after the occurrence of any of the events specified in this Clause 3.7.2, terminate this Agreement if:

- a) GMDC fails to pay any amount due to the Service provider pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within 45 (forty-five) days after receiving written notice from the Service provider that such payment is overdue;
- b) GMDC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Service provider may have subsequently granted in writing) following the receipt by GMDC of the Service provider's notice specifying such breach;
- c) as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) GMDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

3.7.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to provisions hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 4.2.2 hereof; (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

3.7.4. Payment upon Termination

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

3.7.5. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 3.7.1 or 3.7.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

4. OBLIGATIONS OF THE SERVICE PROVIDER

4.1. General

4.1.1. Standard of Performance

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

4.1.2. Terms of Reference

The scope of Services to be performed by the Service provider is specified in the Terms of Reference (the "TOR") at RFP SECTION II. The Service provider shall provide the Deliverables specified therein in conformity with the time schedule stated therein. Additionally, the Service provider shall provide monthly progress report to GMDC during the Contract Period. All services shall be performed in confirmation with applicable laws in India and any other international laws as applicable at the place of performance of the Services.

4.2. Conflict of Interest

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

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

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

4.2.2. Confidentiality

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

4.3. Liability of the Service provider

- 4.3.1. The Service provider's liability under this Agreement shall be limited to 100% of the Contract Value.
- 4.3.2. Notwithstanding anything to the contrary, the aggregate maximum liability of the Service provider under this Contract shall not exceed the Contract Value subject to that this cap shall not apply to damages specified in clause 8.1 and 8.2.
- 4.3.3. Neither the Service Provider nor GMDC shall be liable to the other for any indirect and consequential losses or indirect loss of profit, loss of use, loss of revenue, downtime facility, loss of production, loss of interest, loss of goodwill, loss of contract. (Consequential losses as per Indian Contract act, 198 excluded)

4.4. Service providers' Actions requiring Authority's prior Approval

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

- (i) Appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;
- (ii) Entering into a subcontract for the performance of the Services as per the provision of RFP.
- (iii) Any other action that may be specified by GMDC during the course of this Contract.

4.5. Reporting Obligations

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

4.6. Documents Prepared by the Service providers to be the Property of GMDC

- (i) All plans, drawings, specifications, designs, documents, reports, frameworks, test outcome report, flow sheet, databases, content and documents prepared by the Service providers solely in performing the Services under this Contract shall become and remain the property of GMDC, and the Service providers shall, not later than upon termination or expiration of this Contract, deliver all such documents to GMDC, together with a detailed inventory thereof.
- (ii) Any pre-existing Intellectual Property Right (IPR) developed by the Service provider independent of the Contract, including know-how, technology, testing methods, software, databases, models etc. ("Service provider Tools"), for which the Service provider at the time of signing of this Agreement has a legal right, will be and remain owned by the Service provider, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification, will be and remain owned by the Service provider. If the specific IPR is developed during the execution of this assignment/ Project for this assignment/ Project, then such IPR shall be owned by GMDC.

4.7. Documents and Materials Furnished by GMDC

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

4.8. Accuracy of Documents

- (i) The Service provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. The Service provider shall also be responsible for promptly correcting inaccuracies/ errors / any negligence or inadequate due diligence on part of the Service provider, at its own cost and risk, the documents including any re-survey / investigations.
- (ii) Notwithstanding anything, the Service provider will have no obligation to independently verify information provided by GMDC or their service providers.
- (iii) Authority acknowledges and agrees that Service provider shall not provide professional legal, accounting, or tax advice. However, the Service provider agrees to peruse and assess the legal and regulatory provisions and framework in so far as they are required to carry out the Scope of Work/TOR. This will include perusal, if so, required of contracts entered into by GMDC with its vendors and partners.

4.9. Insurance to be taken out by the Service provider

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

4.10. Indemnity

- (i) The Service provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-Service provider/specialist employed by the Service provider to perform scope of work specified under this Contract or any asset /equipment deployed by the Service provider for execution of the scope.
- (ii) The Service Provider shall indemnify and hold GMDC harmless from any claim by a third party from losses due to any violation of local laws or third party damage and from any claim by and (including attorneys' fees) that the receipt of the Services and/or use of the Deliverables by GMDC in accordance with the Agreement constitutes an infringement or alleged infringement of any Intellectual Property Rights of such third party, provided that GMDC
 - a. promptly notifies Service provider in writing of the claim
 - b. allows Service provider full control of the defence and any related settlement negotiations
 - c. fully cooperates with Service provider in the defence
 - d. The Service provider shall have full control of defence and any related settlements and negotiations provided there are no adverse actions or implications on GMDC during such defence and related settlement, negotiations. The Service provider also undertakes that it shall not enter into any judgement or settlement unless the same has a condition to fully release GMDC from all liabilities or damages as claimed in the said proceedings. In the event of any adverse settlement or judgement against GMDC, as a result of the Service provider assuming the defence, the Service provider shall not be entitled to raise any claim against GMDC.
 - e. GMDC shall in no event compromise or settle any proceedings or claims in connection with such infringement or alleged infringement or otherwise act against the reasonable interests of Service provider . In the event the Services or Deliverables are held to be infringing and the use of the same is enjoined, Service provider shall, at its own expense and sole discretion, either procure

the right to continue using the Services and Deliverables, replace the Services and Deliverables with non-infringing equivalents, or modify the Services and Deliverables to eliminate such infringement. GMDC shall have the right to select its own counsel to participate in any proceedings or negotiations at GMDC's expense.

- (iii) Neither the Service Provider nor GMDC shall be liable to the other for any indirect and consequential losses or indirect loss of profit, loss of use, loss of revenue, downtime facility, loss of production, loss of interest, loss of goodwill, loss of contract.

5. SERVICE PROVIDER'S PERSONNEL

- a) The Service provider shall employ and provide such qualified and experienced Personnel as specified in clause 5.2 (i.e. Technical Marking System) of SECTION III of this RFP and as may be required to carry out the Services.
- b) GMDC expects all the Key Personnel i.e. Team Leader, Beneficiation Expert, Process Engineering Expert, Chemist etc. as specified in the Proposal to be available during implementation of the Agreement. GMDC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Service provider. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.
- c) If the Service provider hereafter proposes to engage any person as Professional Personnel, it shall submit to GMDC its proposal along with a CV of such person in the form provided at Annexure of the RFP. GMDC may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Service provider may propose an alternative person for GMDC's consideration. In the event GMDC does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this, it shall be deemed to have been approved by GMDC.
- d) The working hours and leaves of the Personnel will be as per the company policies of the Service provider.
- e) The person designated as the Team Leader/ key personnel of the Service provider's Personnel as specified in Technical Marking System shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, Project Manager as specified in Technical Marking System shall act as Project Manager (the "Project Manager") who shall be responsible for day-to-day performance of the Services.
- f) The Service provider is required to deploy all personnel for this assignment. The Service provider shall deploy necessary and adequate additional resources if it is required to perform Scope of Services specified in this this RFP.
- g) The Service provider can subcontracts Lab work subject to meeting the criteria specified in clause 5.1 of section III of the RFP and provider the Service Provider is not a Consortium. Sub-contracting does not absolve the Service provider from its obligations provided in this Agreement.

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

6.2. Payment

In consideration of the Services performed by the Service provider under this Agreement, GMDC shall make to the Service provider such payments and in such manner as is provided in Clause 7 of this Agreement.

6.3. Documents and Other Support

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

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

7. PAYMENT TO THE SERVICE PROVIDER

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

8. LIQUIDATED DAMAGES AND PENALTY

8.1. Performance Security

- (a) The Service Provider shall avail any one Option among below mentioned options for submission of the Performance Security.
 - a. **Option 1:** 5% of the Service Fees to be submitted upfront in the form of Demand Draft or an unconditional and irrevocable bank guarantee or wire transfer. The Performance Security shall be returned to the Service Provider three months after the settlement/payment of Final Bill post submission of Final Feasibility Report.
 - b. **Option 2:** 5% of the Service Fees to be deducted from each Bill/Invoice. The deducted invoiced amount shall be returned to the Service Provider three months after the settlement/payment of Final Bill post submission of Final Feasibility Report.
- (b) For securing the due and faithful performance of the obligations of the Service provider under this agreement, during the Agreement Period, the Service provider, has chosen the

- Option of submitting Performance Security_____ (i.e Upfront OR deduction from each Bill) (the “Performance Security”).
- (c) The Service provider shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“Validity Period”). The Service provider shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period and thereafter until expiry of three months from end of Contract Period. In case Contract Period is extended then the Service provider shall have to renew Performance Security for a period of extended Contract Period.
- (d) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- (i) In the event GMDC requires to recover any sum due and payable to it by the Service provider including but not limited to Damages; and which the Service provider has failed to pay in relation thereof; and
- (ii) In the event of the Service provider’s breach of its obligations and if such breach is not cured with the remedial period as per the terms of the Agreement.
- (iii) If the Service provider fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
- (e) Upon such encashment and appropriation from the Performance Security, the Service provider shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Service provider shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid or agree to higher deduction from the next bill/ invoice for an amount equivalent to appropriated Performance Security failing which the same shall constitute a Service provider’s breach and entitle Authority to terminate this Contract in terms hereof.
- (f) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Service provider without any interest, provided the Service provider is not in default of the terms hereof and there are no outstanding dues of GMDC with the Service provider.

8.2. Liquidated Damages

8.2.1. Liquidated Damages for error/variation/ Deficiencies in work

- (a) Service provider warrants that the Services shall be performed with such degree of skill, diligence and workmanlike manner ordinarily expected from a professional engineer applying the standards generally adopted by professional engineers for the technical disciplines involved for the safe performance of services of a type and complexity equivalent to the Services and that the Deliverables shall be free from defects in design attributable to Service provider.
- (b) In case any error or variation is detected in the reports submitted by the Service provider and such error or variation is the result of negligence or lack of due diligence on the part of the Service provider, in such case the liability of the Service Provider shall be limited to undertaking rectification of errors / rectification of deficiencies or undertaking re -

survey at its own costs. Service provider's liability under this warranty shall be limited to the reperformance of defective Services and rectification of defective Deliverables if such errors/ deficiencies are pointed within the six months of delivery of Deliverables to the Service Provider (the "Initial Defect Liability Period") and the above defects liability period shall be extended by three months from the re performance or rectification.

8.2.2. Liquidated Damages for delay

In case of delay solely attributable to the Service provider in completion of milestone as specified in TOR, liquidated damages not exceeding an amount equal to 1% (zero point five per cent) of the Milestone Value per full week, subject to a maximum of 10% (ten five per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Service provider, suitable extension of time shall be granted and no liquidated damages shall be levied.

9. FARENESS AND GOOD FAITH

9.1. 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.

9.2. 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 9.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

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 Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by GMDC and Service provider in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to committee of two senior executives of each GMDC and the Service provider, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the

Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert.

- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expense pertaining to Dispute Review Expert shall be divided equally between GMDC and the Service provider. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

10.2. Arbitration

(a) Arbitrators

Any dispute, controversy, claim, or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination ("Dispute"), which is not resolved amicably as provided in Clause 10.1 shall be finally resolved by in accordance with Arbitration and Conciliation Act, 1996 as amended time to time but arbitration administered by the International Chamber of Commerce ("ICC") i.e., the ICC India Arbitration Group (IAG) in accordance with the ICC Rules of Arbitration as in force on the date of commencement of the arbitration.

(b) Place of Arbitration

The seat and legal place of arbitration shall be Ahmedabad, Gujarat, India, and the arbitration proceedings shall be deemed to have been conducted at Ahmedabad for all legal purposes. The arbitral tribunal may, for reasons of convenience, conduct hearings or meetings at any location, including New Delhi, without altering the seat of arbitration. The arbitration shall be conducted by three arbitrators, appointed in accordance with the ICC Rules of Arbitration. The language of the arbitration shall be English.

(c) Procedure

As per the 10.2(a) hereinabove.

(d) Enforcement of Award

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

(e) Fees and Expenses

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



expenses incurred by Party.

10.3. Performance during Dispute Resolution

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

SECTION VI: ANNEXURE

Annexure 1: Letter of Bid Submission

{On letterhead of Bidder / Lead Member of the Consortium}

Dated:

To,

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

Subject: Technical Services for the Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India – Second Attempt

Dear Sir/Madam:

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

Physical submission of.

- (i) **Technical Bid- Pre-Qualification and Qualification documents.**
- (ii) **Price Bid as per the Price Bid format provided in Annexure 13 of the RFP**

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

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

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

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

We remain,

Yours sincerely,

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

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

Address:

Annexure 2: Bidder's Organization and Experience

[To be provided by Single Bidder/ All members of Consortium if the Bidder is a Consortium]

A - Bidder's Organization

[Provide here a brief description of the background and organization of Bidder's firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a registered legal entity as per the details provided in Pre-qualification criteria. In order to meet above requirements, the Bidder may submit any of the following documentary evidences as applicable.

Firm Constitution and or Registration Documents as below;

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

For Foreign Bidder: Incorporation documents and or registration documents under relevant legislation of country of its incorporation in case the incorporation documents are in other than English language it should be accompanied by a notarized translation to English language only.

B - Bidder's Experience

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

Name of Employer:	
Client/ Employer name	
Address:	
Country:	
Project location and country	
Assignment/job name	
Description of Project/Assignment	
Approx. value of the contract (optional) (in Rupees):	
Duration of Assignment/job (months):	
Total No of staff-months of the Assignment/job:	
Start date (month/year):	



RFP for Technical Services for the Preparation of Pre-feasibility Study for Setting up of Beneficiation Plant for Copper Project, Ambaji, Gujarat

Completion date (month/year):	
Name of associated Service providers, if any:	
No of professional staff-months provided by associated Service providers:	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

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



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

A - On the Terms of Reference

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

B - On Inputs and Facilities to be provided by GMDC

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

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

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

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

a) **Approach and Methodology**

As per the Technical Score/ Marking Criteria specified in clause 5.2 of SECTION III

- b) **Work Plan:** In this chapter, Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including report to be delivered as final output, should be included here.
- c) **Organization and Personnel:** In this chapter, the Bidder should **propose and justify** the structure and composition of proposed team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the RFP is an indicative minimum requirement. The Bidder should assess the specific and realistic manpower with reference to TOR

Annexure 5: Team Composition and Task Assignments

[To be provided by Single Bidder/ All members of Consortium if the Bidder is a Consortium]

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

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

Support Staff (if any)

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

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

[To be provided by Single Bidder/ All members of Consortium if the Bidder is a Consortium]

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

1. Proposed Position in the assignment:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
8. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:
From [Year]: To [Year]:
Employer:
Positions held:
Sector:
9. Total Experience (Years): _____ (details to be given in point no 13)
10. Relevant Sector Experience as per the scoring system (Years): _____ (details to be given in point no 13)
11. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks Listed under point 12. List of the assignment below should also match sr. no 10 and 11]
 - (i) Name of Assignment/job or project:
 - (ii) Year:
 - (iii) Location:
 - (iv) Employer:
 - (v) Main project features:
 - (vi) Positions held:
 - (vii) Activities performed:
 - (viii) Sector:
13. Any other Information (relevance of experience, relevance of qualification etc)

14. Certification:

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

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

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:



Annexure 7: Annual Revenue statement

[To be provided by Single Bidder/ All members of Consortium if the Bidder is a Consortium]

{On the letter head of *registered Chartered Accountant / registered CPA / equivalent* as per Note (ii)}

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

Years	Revenue (Bidder to specify currency: INR/USD)

Notes:

- (i) Latest available annual audited statements. In case Bidder is following a calendar year then it should provide audited annual Revenue from 2020 to 2025. In case Bidder is following financial year then it should provide latest available annual audited annual revenue for last three years from 2019-20 to 2024-25
- (ii) In case a foreign firm is the Bidder, then it must provide evidence of meeting the Financial Capability/Qualification criteria either in equivalent Indian Rupees or USD certified by the Auditor of the firm or a registered Chartered Accountant / registered CPA / equivalent. The exchange rate to be used for this purpose (respective foreign currency to INR or USD) should be the rate prevailing on the last of the respective financial year using an official / standard source. The source of exchange rate shall be clearly specified.

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

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



Annexure 8: No Blacklisting certificate

[To be provided by Single Bidder/ All members of Consortium if the Bidder is a Consortium]

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

No-Blacklisting Affidavit

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

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

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person



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

[To be provided by Single Bidder/ All members of Consortium if the Bidder is a Consortium]

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

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

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

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

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

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

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

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



Annexure 10: Power of Attorney to Lead Member

[Applicable in case the Bidder is a Consortium]

Whereas the GMDC (the “Authority”) has invited bids from interest parties for the Appointment of _____ (Project Name) (the “Project/ Consulting Assignment”). Whereas, _____, _____ and _____, (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS We,
M/s having our registered office at, and
M/s., having our registered office at, and
M/s., having our registered office at,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....



RFP for Technical Services for the Preparation of Pre-feasibility Study for Setting up of Beneficiation Plant for Copper Project, Ambaji, Gujarat

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium)



Annexure 11: Undertaking

[To be provided by Single Bidder/ All members of Consortium if the Bidder is a Consortium]

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

Dated this _____ day of _____ 202_.

Signature

(Company Seal)

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

Signed by

Authorized Signatory with designation



Annexure 12: Joint Bidding Agreement

[To be provided if Bidder is a Consortium]

The bidder is required to submit a Joint Bidding Agreement for Consortium as per the provisions stated in clause no 5.1 (ii) e) of Instruction to Bidder section

Annexure 13: Price Bid

(To be submitted physically in Hard Copy as per the terms of RFP on bidding firm's letterhead)

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

Sub: Price Bid for Technical Services for the Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India – Second Attempt

Dear Sir,

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

Sr. No	Scope Description	Unit	Currency (USD/INR)	Consulting Fees (Amount in USD/INR)
1	Preparation of Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India	Lumpsum		
Total				

Notes:

- (a) The Service Fees quoted by Bidder shall be exclusive of GST applicable in India and inclusive of all taxes applicable in country of origin of the Bidder. GMDC will re-imburse, when the evidence of such tax having been paid to GST authorities in India is produced, the amount of GST applicable to the Service Provider. The service fees shall therefore be inclusive of all taxes applicable to the Service Provider other than GST in India. Thus the risk of applicability and burden of any taxes other than GST in India, including any duties and levies, in India or any other country, shall be borne by the Service provider as GMDC is not in a position to judge the tax situation of the Service Provider.
- (b) The Service Fees quoted by Bidders represent remuneration of Bidder's staff, Travel

expense, expense towards dime, hotel stay, office rents, conveyance, taxes applicable in foreign country of origin as specified in subpoint a) hereinabove. The above quoted rates also represent hedging cost for foreign exchange fluctuation and any other expense as specified elsewhere in RFP to be incurred for executing the Terms of Reference.

- (c) For the purpose of Price Bid Evaluation, the currency quoted in USD shall be converted in to equivalent Indian currency/ Indian National Rupee (i.e. INR) using the **Reference Exchange Rate as prevailing on 23rd March , 2026** as benchmarked to Reserve Bank of India (RBI) Reference rates for the day (published on <https://www.rbi.org.in> website).The price Bids of all Bidders shall be compared after converting it into INR.

Illustrative example for reference only

- The service Fees Quoted by Bidder A and Bidder B

Bidder A: INR 50 million

Bidder B: USD 1 million

- For example -Reference Exchange Rate as prevailing on 23th March, 2026, USD 1 = INR 93.8980.
- GMDC will convert the Service Fees of Bidder B quoted in USD into INR using above specified exchange rate = USD 1 million x 93.8980 = INR 93.8980 million
- For the purpose of Evaluation, the Price Bid so converted into INR shall be taken into consideration as below.

Bidder A : INR 50 million

Bidder B : INR 93.8980 million

- (d) Payment shall be made as per the Payment terms specified in Section IV of the RFP.
- (e) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per Indian laws. The TDS certificate(s) shall be provided as per the due date specified in the Income Tax Act of India².

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

² Some countries have a Double Taxation Avoidance Agreement with India, and for firms from such countries, they are provided tax credit for tax deducted at source in India during payments emerging from India. However, bidders must make their own estimate of such credits or absence thereof, and bid accordingly. GMDC may not be able to assist for availing such credit (if available) in the country of the selected firm beyond providing a tax deduction certificate.



Annexure 14: Format for Bank Guarantee for Performance Security

(Applicable if Bidder chooses to submit the Performance Security upfront through Bank Guarantee)

Name of the Bank :

Address :

Guarantee No :

Name of the Service provider : M/s _____

Date of Expiry :

Limit to liability : Rs. _____/- (Rupees _____ only)

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

Date.....20

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

Dear Sir,

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

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

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

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



- 7) We _____ (Name of the Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.
- 10) The Bank has under its constitution power to give this guarantee and _____ Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully
For.....

(Name of the Bank)
Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____ (Name of the Bank)

Annexure 15: List of Approved Banks to GMDC for Performance Security if Bidder intends to submit Bank Guarantee (Except -Cooperative Bank)

Annexure I.

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

Date: 01/05/2025

(A) Guarantees issued by the following banks will be accepted as SD/EMD on a permanent basis:

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2026. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	22	South Indian Bank
2	AU Small Finance Bank	23	Standard Chartered Bank
3	Bandhan Bank	24	Tamilnad Mercantile Bank
4	Barclays Bank	25	Utkarsh Small Finance Bank
5	City Union Bank	26	YES Bank
6	CSB Bank	27	Ahmedabad Mercantile Co-op. Bank
7	DBS Bank India Limited	28	Nutan Nagrik Sahkari Bank Ltd.
8	DCB Bank	29	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	30	Saraswat Co-Operative Bank Ltd
10	ESAF Small Finance Bank	31	SBPP Co-operative Bank Ltd.
11	FEDERAL Bank	32	SVC Co-Operative Bank Ltd.
12	HDFC Bank	33	The Cosmos Co-op Bank Ltd.
13	HSBC Bank	34	The Gujarat State Co-operative Bank
14	ICICI Bank	35	The Mehsana Urban Co-Op. Bank
15	IDBI Bank	36	The Surat District Co-op Bank
16	IDFC First Bank	37	The Surat People's Co. Op. Bank Ltd
17	Jammu and Kashmir Bank	38	The Kalupur Commercial Co-op. Bank
18	Jana Small Finance Bank	39	The Panchmahal District Co-operative Bank
19	Karnataka Bank	40	The Baroda District Co-operative Bank
20	Karur Vysya Bank	41	Baroda Gujarat Gramin Bank
21	Kotak Mahindra Bank	42	Saurashtra Gramin Bank

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

(Arvind V.)

Joint Secretary (Budget)

Finance Department

Annexure 16: Format for Non-Disclosure Agreement

THIS AGREEMENT MADE ON THE _____ DAY OF _____, 2026

BY AND BETWEEN

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD, A Company incorporated under the Companies Act, 1956, and having its registered office at Khanij Bhavan, 132 feet Ring Road, Vastrapur Ahmedabad. 380 052. (Herein after referred to as Owner/Disclosing Party, which expression, unless repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns of the one part.

AND

XXX, a corporation whose address is XXXXX (hereinafter referred to as "Company Receiving Party" which expression shall, unless repugnant to the *context* or meaning thereof, be deemed to include, its representatives and permitted assigns) OF THE OTHER PART;

WHEREAS both the Parties herein wish to pursue discussions with each other for the purpose of entering into a potential discussion with respect to Preparation of Scoping study/Pre-feasibility study for Setting up of Beneficiation Plant for GMDC's Copper Project Ambaji in Gujarat, India.

AND WHEREAS the owner contemplate that with respect to the Proposed Transaction, the owner may exchange certain information, material and documents relating to Technical data/map/flow sheet of Plant & Mine, Mineral Analysis, Production Plan, Mine Plan, assets, financial condition, operations, plans and/or prospects of their businesses and other relevant information (hereinafter referred to as "Confidential Information", more fully detailed in clause 1 herein below) that the owner regards as proprietary and confidential; and

AND WHEREAS the Owner desire to exchange certain Proprietary Information on the terms and conditions set out herein and solely for the purpose of enabling the Owner (together with its current and prospective partners, affiliates, investors, lenders and financing entities) to discuss, evaluate, and exchange information for the Project, and any ancillary matters relating thereto.

AND WHEREAS Owner has, in part, acquired its Proprietary Information through the expenditure of time, effort and money and wishes to protect its Proprietary Information as the use or disclosure of its Proprietary Information by or to anyone, but particularly to the general public or a competitor of such Party, could be detrimental to, and not in the best interests of, such Party.

And whereas the Parties enter into this Agreement for the purpose of allowing the Parties to provide sensitive, confidential, and proprietary technology, business information, and project development data in furtherance of the commercial development of an Operation and Maintenance Engagement (the "Purpose").

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. "**Confidential and or proprietary Information**" shall mean and include any information disclosed by the owner (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential

information shall include, without limitation, certain information, material and documents relating to Technical data/map/flow sheets of Plant & Mine, Mineral Analysis, Production Plan, Mine Plan, assets, financial condition, operations, plans and/or prospects of their businesses and other relevant information, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2. The Receiving Party shall refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information and confidential materials of the Disclosing Party.
3. The Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. The Receiving Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
4. Confidential Information shall at all times remain the property of the Disclosing Party and shall not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. Subject to the directives received from the Receiving Party. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.
7. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
8. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law

and further agrees that the Disclosing Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

9. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
10. This Agreement shall never terminate for the purpose of disclosure at any time in the future from the date of this Agreement. Either party will not be able to terminate this Agreement.
11. The obligations of this agreement continue with respect to any Proprietary Information disclosed hereunder for an indefinite time from the date of termination of this Agreement.
12. Each Party warrants that it has the authority to enter into this Agreement. Nothing in this Agreement shall impose an obligation on either Party to enter into or continue any discussions or negotiations with the other Party in relation to the Purpose or to disclose any Confidential Information. The disclosure of Confidential Information shall not be construed as an offer by Discloser to enter into any further agreement with Receiving Party in relation to the Purpose or otherwise.
13. This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, where applicable, Arbitration and Conciliation Act, 1996 as amended time to time. However, in the event of any dispute arising out of or in connection with this Agreement, such dispute shall be resolved as per the clause 10 "Dispute Resolution" section V of the RFP.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.



RFP for Technical Services for the Preparation of Pre-feasibility Study for Setting up of Beneficiation Plant for Copper Project, Ambaji, Gujarat

GMDC		(Bidder's firm)	
Signature 1		Signature 1	
Name		Name	
Designations		Designations	
Place		Place	
Date		Date	
Signature 2		Signature 2	
Name		Name	
Designations		Designations	
Place Date		Place	
Date		Date	