



Request for proposal for
**Selection of
Technical Consultant for
Scoping study/
Pre-economic
assessment
for establishing
a Rare Earth (REE)
Processing plant**

for the Ambadongar Deposit
in Gujarat State, India

RFP NO: GMDC/PPD/002/2022

AUGUST 2022



**Gujarat Mineral
Development
Corporation Ltd.**

(A Government of Gujarat Enterprise)

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Near Gujarat University Ground,
Vastrapur, Ahmedabad- 380052 India

DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Consultants interested for assisting GMDC in its Selection of Technical Consultant for Scoping Study/ Pre- Economic Assessment for establishing a Rare Earth Element (REE) processing plant for the Ambadongar Deposit in Gujarat State, India. GMDC intends to select Technical Consultant through International Competitive Bidding.

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

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

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

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

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DEFINITIONS

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

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Limited who shall appoint the Consultant for the captioned work
2. **“Bidder”** shall mean any firm or body corporate either registered in India or Foreign country under the respective laws of country of origin which submits the bid including paying the RFP Fees and Bid Security/EMD as per the terms of this RFP within the stipulated time. If the firm is registered in India, then it should be either 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 county under respective laws of country of origin and having the approvals and permissions required under law to conduct business in India.
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. **“Consultant”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in undertaking Scoping study/ pre-Economic assessment for establishing a REE processing plant for the Ambadongar Deposit in Gujarat, India as per the Terms of Reference specified in this RFP.
6. **“Consultancy Agreement/Agreement/Contract”** is the agreement to be entered into between ‘Gujarat Mineral Development Corporation (GMDC)’ and ‘Consultant’ comprising of all terms and conditions stated in this RFP.
7. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned Consultancy work. A Consortium is permitted to participate in this Project/Assignment as per the criteria specified in clause 5.1(ii) .
8. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION III.
9. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION III.
10. **“Consultancy Fees /Fees/Service Charges”** shall mean the charges payable by GMDC for the Consultancy Services rendered by the Consultant.
11. **“Composite Score”** shall mean score obtained by consultant as per the formula provided in clause 5.5.
12. **“Contract Price”** shall mean the Consultancy Fees as specified in Letter of Award issued by GMDC to the Consultant.

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.
16. **Financial Score** shall mean score obtained by the Consultant 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 Consultancy 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 /Consultancy Work/Project/Assignment”** means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the Consultant is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION II of RFP.
22. **Technical Score** shall mean score obtained by consultant as per the Technical Score system provided in clause 5.2 of RFP SECTION III.
23. **“Third Party”** means any Person other than GMDC and the Consultant.
24. **“Reference Exchange Rate”** will be the exchange rate between different currencies as prevailing on the day before the Due Date of Submission of Price Bid and as benchmarked to Reserve Bank of India Reference rates for the day. 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

Rare Earth Elements (REE, also called Rare Earth Metals are 17 lustrous soft heavy metals¹ with various applications in electrical and electronic components, lasers, glass, magnetic materials, and industrial processes. Derivates of Rare Earths are used in a variety of industrial applications, including electronics, clean energy, aerospace, automotive and defence.

The exploration of REE has been taken up extensively by the Atomic Minerals Directorate (AMD) & the Geological Survey of India (GSI) in conjunction with each other. The REE minerals are classified as “strategic minerals” and the reservation of REE deposits is the domain of the Department of Atomic Energy (DAE), Govt of India as these elements occur as compounds with atomic minerals.

Gujarat state in India is planning to develop its mining and processing of REE. The State’s Government plans to undertake extensive reconnaissance and exploration program for REE resources in certain pockets of the state which show potential towards availability of REE assets. It further plans to set up mining operations, beneficiation plant and value addition projects in the proximate zone of such minable resources. It also wants to explore the options of making Gujarat as RE processing hub for such ores mined in India and abroad, by setting up a beneficiation and processing plant on the coast or any other strategic location in Gujarat. The said project is envisaged to be future-ready with impetus on sustainability and adoption of a high degree of automation (Industry 4.0).

The base of the activity is provided by the encouraging results of the exploration for REE under process at Ambadongar, Chotaudepur District in Gujarat state in India. The outcome of these explorations is available as reports. These reports shall be shared with Selected Technical Consultant.

As a next stage for entry into the sector and setting up the business, it is envisaged to conduct a Scoping Study for the Ambadongar deposit. Such study would involve, inter alia, formulating a process flow design, all relevant testing and flowsheet design for beneficiation and REE metal production in line with Government of Gujarat’s vision of establishing a complete value chain for Rare Earth Elements in Gujarat, estimating the investments required for such ventures and possible returns over the project time horizon.

Given the critical nature of the above work, rigor of analysis required and the global outreach required, the Government of Gujarat, through the Gujarat Mineral Development Corporation (GMDC), is inviting Technical Consultants for carrying out work relating to preparation of Scoping Study/Pre-feasibility study for establishing a state-of-the-art processing plant for the Ambadongar deposit as per the terms of this RFP. The detailed scope of work for the Technical Consultant is included in the next sections. Globally reputed Technical Consultants with experience in rare earth sector are invited to bid for the work, namely Scoping study for establishing a REE processing plant for Ambadongar Deposit in Gujarat State, India. The brief introduction of Ambadongar REE Deposit is provided in Annexure-17.

¹ Scandium and yttrium are considered rare-earth elements because they tend to occur in the same ore deposits as the lanthanides and exhibit similar chemical properties, but have different electronic and magnetic properties.

SECTION II: TERMS OF REFERENCE/SCOPE OF WORK

Objective: The Scoping Study is expected to determine the economic viability of the project and should outline at least one of the opportunities to develop the processing plant for the deposit. Due to the early stage of this study, it is recognized that it may be difficult to develop extensive engineering data. However, the Technical Consultant 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.

The scoping study shall also identify any potential fatal flaws, indicate scope and provide cost estimate of future test work.

The detailed Terms of Reference for the Consultant is specified below. The TOR is divided into six tasks as below;

- Task 1: Preliminary Review and Site Visit
- Task 2: Mineralogical and Metallurgical Testing
- Task 3: Flowsheet Development
- Task 4: Design of other Facilities
- Task 5: Estimation of Capital and Operating Costs
- Task 6: Project Schedule

Detailed sub tasks under each of above Task is specified below.

1. TERMS OF REFERENCE/SCOPE OF WORK

1.1. Task 1: Preliminary Review and Site Visit

Study of existing reports regarding the Ambadongar Deposit; study of existing mineralogical test work and REE analyses; identification of main variables and 3D model review to assess potential for commercial exploitation, complete site visit of the area. The Technical Consultant must submit an interim report with key findings from the abovementioned activities

1.2. Task 2: Mineralogical and Metallurgical Testing

The Task 2 comprises broadly three sub tasks as below.

a. **Sampling and sample preparation**

- 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 have to be collected. The identified sampling point should be accessible and result in the near to accurate ore characteristics of the respective mineralized zone.
- The Technical Consultant shall identify the sampling points. Sample collection methodology is to be defined by the Technical Consultant based upon the sample point identified, the sample itself and equipment/tools available.
- Further, activities such as crushing, blending and splitting to be carried out by the Technical Consultant for sample preparation.

- The sample collected are to be handled with care to minimize the exposure with the surrounding and packed in the sample bag with proper label indicating sampling point coordinate, type and weight after verification by the authorized personnel. Additionally, the chain of sample custody is to be demonstrated.
- Based on the above activities, the sampling plan will be generated by the Technical Consultant and with the mutual affirmation from GMDC after which the sampling activity will be scheduled accordingly.
- In case the Technical Consultant deems it necessary to carry out any additional exploratory drilling work for sample collection, they shall recommend areas for the same. Upon affirmation by GMDC, GMDC shall arrange to carry out the additional exploratory drilling work through a separate agency.

Note:

- The Technical Consultant shall also keep an equivalent of all samples collected for testing in custody of GMDC.

b. Mineralogy Study

- The Technical Consultant shall employ processes such as ICP Scan, REE Scan etc. to obtain the Head Assay.
- After preparation of samples in line with the Sampling Plan, the Technical Consultant shall generate a detailed Testing Plan and accompanying time schedule for the same with affirmation from GMDC.
- The Testing Plan shall include High-Definition Mineralogy Study using technologies such as XRD, QEMSCAN, Electron Microprobe, ICP etc. The Technical Consultant is expected to prepare its Testing Plan in accordance with the project objective and sample prepared.
- Technical Consultant is to submit an interim reporting 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*

- Subsequently, the Technical Consultant shall carry out liberation analysis and all such analyses required to obtain the physical characteristics of the REE ore including moisture, Uniaxial Compression Strength etc.
- Comminution Testing:
 - Abrasion Index and Bond Work Index
- Beneficiation Testing:
 - Shaking Table Test work, Magnetic Separation Test work
- Flotation Testing:
 - Selective Flotation Tests using various reagents

- Leaching Tests
 - Identify Leaching Routes for whole rocks, concentrates and multi stage leaching
- Washability Tests
- Solvent Extraction Process (or any other process deemed feasible) for separation of Rare Earths in the form of oxides, to the highest degree of purity.
- Separate Detailed Test Work Plan and Schedules will be prepared and submitted by the Technical Consultant for bench scale test work.
- Technical Consultant shall also prepare the scope for the pilot plant testing activities to be carried out subsequently

**All test works mentioned in the RFP are broad and indicative and the Technical Consultant would be required to prepare a detailed Test Work Plan to establish the beneficiation amenability of the REE ore, for affirmation by GMDC. Any changes to the Testing Plan, once finalized with GMDC, may be incorporated only post discussion with GMDC.*

Note:

- The Technical Consultant is expected to include any other tests deemed necessary to establish the beneficiation parameters.
- The Technical Consultant may also 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.

1.3. Task 3: Flowsheet Development

- **Flowsheet with Simplified Material Balance:** The Technical Consultant shall 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.
- The Technical Consultant shall also submit the basis of design for the flowsheet suggested.

1.4. Task 4: Design of Ancillary Facilities

- **Tailing Storage Facility Infrastructure:** The Technical Consultant indicate the nature of tailings and shall suggest the form of disposal to be considered in line with a sustainable and minimal harm approach
- **Dewatering Facility:** The Technical Consultant shall provide design, and specifications for dewatering facility in line with a sustainable and “Zero Waste” approach.
- **Other Facilities:** Technical Consultant shall also indicate the design and specification for any other facilities that it deems necessary for the purposes of a Scoping Study.

1.5. Task 5: Estimation of Capital and Operating Costs

- **Project Estimates:** The Technical Consultant shall indicate the levels of Capital and Operating Cost for the project based on the above activities and the flowsheet designed with an error margin of at most $\pm 50\%$.
- **Identification of trade off studies:** The Technical Consultant shall carry out a high-level assessment and report possible alternatives for establishment of the processing plant.
- **Project risk and forward work plans:** The Technical Consultant shall assess and report risks related to tailing disposal, health and safety and influence of other non-process factors that may impact the process. Additionally, the indicative forward work plan shall be submitted by the Technical Consultant covering activities to be undertaken after the Scoping Study till the feasibility of the project is established.

1.6. Task 6: Project Schedule

- The Technical Consultant shall also prepare a preliminary overall Project Schedule to indicate timelines for all activities from the completion of the Study through to commissioning of the operation.

The Technical Consultant shall submit a draft of the completed Scoping Study for finalization at the end of the above activities for affirmation of GMDC.

The Consultant must return or destroy the remaining part of the sample so collected failing which GMDC shall impose unliquidated damages.

GMDC officials may be required to visit Consultant'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 Consultant shall be required to facilitate such visits.

2. DELIVERABLES

The Deliverables for above scope are specified in a table below.

Sr No.	Milestone	Timeline for Milestone
1	Submission of Report on Asset due diligence Report (Task 1)	T0+0.5 month
2	Submission of Report on Sampling Plan (Task 2a)	T0+1 month
3	Submission of Report on basic diagnostic and mineralogical study (Task 2b)	T1+1 month
4	Submission of Report on findings from Metallurgical testing along with work plans for bench scale test work and pilot plant testing activities (Task 2c)	T1+1.5 months
5	Submission of Report on Flowsheet Development as per the Task 3	T1+4 months

Sr No.	Milestone	Timeline for Milestone
6	Submission of Draft Final Report (comprising Task 1 to 6)	T1+5 months
7	Submission of Final Report (after incorporating GMDC comments)	T1+6 months

“T0” is the agreement signing date with Consultant.

“T1” is the date on which samples, as per the sampling plan, reaches designated location specified by the Consultant (i.e. the location where the consult shall carry out testing and run processes as per the scope/TOR).

The Consultant shall complete the scope specified above within 7 months of time period but not on continuous basis. The Time period required for transportation of sample to its designated location shall be excluded from the Timeline required to execute Consultant’s scope.

3. SUPPORT FROM GMDC

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

- a) All study Reports and Documents pertaining to Ambadongar Deposit as available with GMDC
- b) Facilitating Site visit (at no transportation cost to GMDC) and meetings relevant stakeholders
- c) Support towards Sample collection and approvals as below.
 - Sample collection activities shall be carried out under the supervision of the Consultant. GMDC shall provide required manpower and tools for sample collection at GMDC’s own cost.
 - The consultant shall be responsible for packaging of sample as well as transportation of sample to its designated location. The cost pertaining to packaging and transportation of sample shall be borne by the Consultant.
 - GMDC shall obtain required Government approvals if any, including custom clearances for transportation of sample to its designated location/foreign country where the Consultant shall carry out testing as well as run processes.

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 Selection of Technical Consultant for Scoping Study/ Pre-Economic Assessment for establishing a Rare Earth Element (REE) processing plant for the Ambadongar Deposit in Gujarat State, India **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 6.2. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the “**Composite Score**”) derived based on Quality cum Cost based method (the “QCBS”) specified in Clause 5.5 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

- a) Bidder will need to submit non-refundable RFP Document/Tender Fee **of INR 23,600/ (i.e INR Twenty-three thousand and six hundred only) (i.e. RFP Fees of INR 20,000 + 18% GST)**. The RFP Document Fees should be submitted in any one of following payment modes;
- (i) In the form of a Demand Draft in favour of “Gujarat Mineral Development Corporation Limited” and payable at Ahmedabad, India. Such Demand shall be issued by any foreign bank having branch in India/Indian Bank having a branch in the country of origin **OR** ;
- (ii) 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

- b) If payment is made through electronic mode, then the Bidder shall submit the receipt of the same in the technical bid documents as evidence for the payment of RFP Fees.

1.6. Schedule of Bidding

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

Sr. No.	Event Description	Date, Time and Address (Dates are in DD/MM/YYYY formats)
1	Date from which RFP documents will be available	RFP shall be available from 22/08/2022 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	<p>Bidders may send their queries by 03/09/2022 upto 18:00 hrs Indian standard times through email to following contacts or reach out for any assistance.</p> <p>Mr. Swagat Ray, General Manager (PP&D) Email: ppd@gmdcltd.com Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad Land Lines : 079-27912443 Board Lines : 079-27913501, 079-27913200</p> <p>Mr. Lalitendu Mohanta Email: jtdir-sm-gmrds@gujarat.gov.in Contact Number: +91 96304 63332 Address: Petrography and Mineral Chemistry Laboratory, Near solar park, PDP Road, Raysan, Gandhinagar- 382007</p>
3	Pre-Bid Meeting	<p>The Pre-Bid Meeting shall be held both physically and online at the same time and date at 12 hrs Indian Standard Time on 14/09/2022 . The venue for the physical meeting will be at GMDC office at Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>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.</p>
5	Last Date and Time of Submission of Technical Bid ,RFP Fees & EMD and Price Bid in Physical Hard Copy	<p>Bidders shall be required to submit the Technical Bid , Price Bid and RFP Fees &EMD 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.</p> <p>Address: Gujarat Mineral Development Corporation Limited, Khanij Bhavan, 132 ft. Ring road, Gujarat University Ground, Vastrapur,</p>

		Ahmedabad - 380001 Gujarat , India. Land Lines : 079-27912443 The submission should be made strictly on or before : 28/09/2022 15:00 Hrs Indian standard time
6	Opening of Technical Bid	On 30/09/2022 at 12:00 Hrs India Standard Time at GMDC office situated at Ahmedabad as per the address specified in sr. no 5
7	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
8	Signing of Agreement	Within 30 days from the date of issuance of LOA.

2. GENERAL

2.1. Bid Validity

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

2.2. Numbers of Bids by Bidder

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

2.3. Governing Law and Jurisdiction

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

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

- a) Notwithstanding anything contained in this RFP, GMDC reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- b) It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, GMDC reserves the right to reject any Proposal/Bid if:
- 1) Bid does not meet the Pre-qualification and Qualification criteria specified in this RFP
 - 2) at any time, a material misrepresentation is made or discovered, or
 - 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - 4) the Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
 - 5) Bidder submits conditional Bid.

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

2.5. Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for captioned bid as part of his Bid. The Bid Security/EMD shall be sealed in a separate envelope, together with the RFP Fees, super scribing the envelope "Earnest Money Deposit and RFP Fees ". The EMD of amount INR 500,000 (INR five lakh) shall be provided in favour of "Gujarat Mineral Development Corporation Limited", in any one of the following forms/formats.
- i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by Reserve Bank of India. 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.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank to GMDC as per the Annexure 16 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. 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).
- b) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.

- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favour the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- f) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP Part III;
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA
 - 2) to sign the Agreement within the time period specified by GMDC
 - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. DOCUMENTS AND PRE-BID CONFERENCE

3.1. Content of RFP

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

Notice Inviting Tender

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

3.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6 . They should send in their queries on or before the date mentioned in clause 1.6 section in order to enable Authority to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website i.e <http://www.gmdcltd.com> . GMDC is not bound to take cognizance of any queries raised after the date mentioned in the clause **1.6** for sending queries.
- 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 contract value.

4.3. Format and Signing of Bid

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

format as specified in clause 2.5 and RFP Fees as specified in clause 1.5 shall be sealed in an envelope on which the following shall be super scribed:

“RFP for Selection of Technical Consultant for Scoping study/pre-Economic assessment for establishing a REE processing plant for the Ambadongar Deposit, Gujarat, India – EMD and RFP Fees”

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

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder. To be provided by Lead Member if the Bidder is a Consortium Bidder’s Organization and Experience.
2	2	<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, 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. • 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 of bidder’s firm to ascertain authenticity. • Information on Bidder ‘Testing facility/ Laboratory as below; <ul style="list-style-type: none"> ○ Details of Bidder ‘Testing facility/ Laboratory ○ Name of the Agency graded accreditation to Bidder’s lab (ILAC / APAC / agencies accredited by ILAC and or APAC) ○ Evidence of Accreditation <p>All members of consortium shall provide above information if the Bidder is a Consortium. In case of Bidder is Foreign firm , documents other than English language should be accompanied by a notarized translation to English language only.</p>

3	3	Comments and Suggestions on the Terms of Reference and Facilities to be provided by Authority
4	4	Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR
5	5	Team Composition and Task Assignments
6	6	Curriculum Vitae (CV) for Proposed Experts and Support Staff
7	7	<ul style="list-style-type: none"> Certificate from the Auditor of the firm or a registered Chartered Accountant / registered CPA / equivalent specifying <i>specifying Turnover for last three Financial Years as per clause 5.1 (iii) with UDIN (For Indian firms)</i> <i>Audited Financial statements for last three years as per clause 5.1 (iii)</i> <i>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 a 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>
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
11		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.

- c) **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 Selection of Technical Consultant for Scoping study/ Pre- Economic assessment for establishing a REE processing plant for the Ambadongar Deposit, Gujarat, India – Price Bid”

- d) **All three envelopes specified in sub clauses a) , b) and c) hereinabove shall be placed in outer envelopes and super scribed the followings;**

“RFP for Selection of Technical Consultant for Scoping study/ Pre economic assessment for establishing a REE processing plant for the Ambadongar Deposit, Gujarat, India – Bid submission”

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

- e) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 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, EMD & RFP fees 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. In order to avoid forfeiture of Bid Security, a Bidder may withdraw / modify his Bid after submission but prior to Bid Due Date.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall be disregarded.

5. BID 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 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 shall be a legal entity registered in India or abroad in foreign countries under the relevant legislation of country of its incorporation. Indian/Foreign firms can participate in bidding process either 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 evidences. 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 3. All three 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 Consortiums. 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 (iv) 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 25 crore OR equivalent to USD 3.2 million 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 of the respective financial year using an official / standard source. The source of exchange rate shall be clearly mentioned.

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

- (iv) The Bidder should have satisfactorily completed Asset due diligence and Minerology Testing for REE bearing carbonatite including Scoping study/Pre-feasibility study /Feasibility study for establishing a processing plant of Rare Earth Element (REE) bearing carbonatite in last 10 years (between 2012 to 2022 and current year).

All Consortium Members together meet criteria specified in para hereinabove if Bidder is a Consortium. And each Consortium member individually satisfy at least one of the followings.

- Asset due diligence (Geology) for REE bearing carbonatite or;
- Should have owned Minerology Testing Lab for REE bearing carbonatite or;
- Experience of processing of REE bearing carbonatite in last 10 years ((between 2012 to 2022 and current year) or;
- Completed Pre-feasibility study /Feasibility study for establishing a processing plant of Rare Earth Element (REE) bearing carbonatite in last 10 years (between 2012 to 2022 and current year).

The Bidder should provide client work order and completion certificate evidencing the completion of the work. 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.

- (v) The Bidder should have accredited testing facilities/lab for the testing of REE material/minerals. Such lab/testing facility should have received accreditation from any national / international authority that is backed by ILAC / APAC accreditation. The Bidder must provide the evidence for this. All Consortium Members together meet this criterion if Bidder is a Consortium.

In case of Consortium, Consortium Members must together meet the all criteria mentioned under subclauses (iii), (iv) and (v) hereinabove.

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

1	<p>Experience over last Ten completed years and current year (2012 to 2022) meeting the following criteria.</p> <p>Type of Scope: Pre-feasibility study / Feasibility study/ detailed design for setting up of Rare Earth Element (REE) Mineral Processing /Separation /refining /beneficiation Plant.</p> <p>Type of Client: Government owned firm/ Private sector registered firm.</p> <p>Sector: The work must relate to Rare Earth Element (REE) Minerals only.</p> <p>Engagement: Completed work shall be considered eligible for assigning marks.</p> <ul style="list-style-type: none"> Relevant portion of Work Order/ contract and Client completion certificate to be submitted as evidence. Different projects (with separate Work Orders / Purchase Orders and separate scope) with the same client can be cited as separate projects. <p>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</p>	40	<p>(i) For first three Projects 10 marks per project. Max 3 projects. Max 30 marks</p> <p>(ii) For additional 2 projects 5 marks per project. Max 2 projects. Max 10 marks</p> <p>Total Marks for this Criteria (i)+(ii) = 40 marks</p>
	<p>Team</p> <p>Team Leader</p> <p>Rare Earth Elements (REE) expert</p> <p>Process expert</p> <p>Chemist</p>		<p>20</p> <p>6</p> <p>5</p> <p>5</p> <p>4</p>
B			
D	Approach and Methodology for Proposed Work	40	
1	Understanding of the key processes, testing requirements and technologies involved in REE Minerals value chain in terms of its extraction, separation and purification of REE minerals.	10	
2	Experience pertaining to design and feasibility study for the setting up of mineral processing plant for REE minerals – illustrated through two case studies.	10	
3	Given the industry status, best practices and objectives of GMDC, what is the suggested best fit approach and methodology for this scoping study for establishing a REE processing plant?	10	
4	Team Interactions	10	

Total (A+B+C+D)	100
Qualifying Marks	70

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

The Qualification and evaluation criteria for Propose 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"> Degree in Mechanical / Metallurgy/ Chemical/ engineering OR Degree in Geology <p>Experience</p> <ul style="list-style-type: none"> Total Experience: 20 Years Metal/Mining Sector experience: 20 years 	<p>1. Relevance of experience: 4 marks</p> <ul style="list-style-type: none"> 2 relevant projects / assignments: 2 marks. Over 2 relevant projects /assignments: 4 marks <p><i>Relevant Project is defined as “Pre – Economic assessment study/Scoping study/Pre-feasibility study / Feasibility study for Mineral processing/Mineral Separation /Mineral refining /Mineral beneficiation Plant /Geological Report preparation OR design and engineering for setting up of Mineral Processing /Separation /refining /beneficiation Plant”</i></p> <p>2. Length of the Experience: 2 marks</p> <ul style="list-style-type: none"> 20 years of total experience: 1 mark > 20 years of total experience: 2 marks <p>Total (1+2): 6 Marks</p>
Rare Earth Elements (REE) expert	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduate Engineer /Geologist <p>2. Experience</p> <ul style="list-style-type: none"> Total Experience: 15 Years 	<p>1. Relevance of experience: 3 marks</p> <ul style="list-style-type: none"> 2 relevant projects / assignments: 1.5 marks. Over 2 relevant projects /assignments: 3 marks

	<ul style="list-style-type: none"> Also have experience of working on Rare Earth Element Mineral value chain such as exploration/ mining, beneficiation, processing etc. 	<p>Relevant Project is defined as “Pre – Economic assessment study/Scoping study /Pre-feasibility study / Feasibility study/ design and engineering for setting up of REE Processing /Separation /refining /beneficiation Plant”</p> <p>2. Length of the Experience: 2 marks</p> <ul style="list-style-type: none"> 15 years of total experience: 1 mark > 15 years of total experience: 2 marks <p>Total (1+2): 5 Marks</p>
Process expert	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Degree Engineer (Metallurgy /Chemical /Mineral Processing) <p>2.Experience</p> <ul style="list-style-type: none"> Total Experience: 15 Years Experience in Processing/beneficiation of REE Minerals for last 15 years 	<p>1. Relevance of experience: 3 marks</p> <ul style="list-style-type: none"> 2 relevant projects / assignments: 1 mark. Over 2 relevant projects /assignments: 3 marks <p>Relevant Project is defined as “Pre – Economic assessment study/Scoping study Pre-feasibility study / Feasibility study/ design and engineering for setting up of Mineral Processing /Separation /refining /beneficiation Plant”</p> <p>2. Length of the Experience: 2 marks</p> <ul style="list-style-type: none"> 15 years of total experience: 1 mark > 15 years of total experience: 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"> Total Experience: 10 Years 	<p>Length of the relevant experience as specified in second bulleted point of point 2 in adjacent column: 4 marks</p> <ul style="list-style-type: none"> 10 years of total experience: 2 marks

- Experience in Testing of metals/minerals

- > 10 years of total experience: 4 marks

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

- Taking credit from Associate (i.e. subsidiary/parent/sister concern firm) for meeting the Pre – Qualification Criteria and Technical Qualification Criteria is permitted.
- 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.
 - The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it.
 - Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary.
 - Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern.

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

- 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

The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum 70 marks in the Technical score system as specified in clauses 6.2(a), 5.1 and 5.2 respectively) Bidders shall be opened. The Bidder shall be required to quote Lumpsum Consulting 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 Consulting Fees inclusive of all taxes.

Financial Score (FiS) = 100 x FiL/FiC

Where;

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

FiC is the Consulting Fees quoted by Bidder

Consulting Fees refers to the total Consulting Fees inclusive of taxes quoted for executing the Scope/TOR as per the provisions of this RFP and as per the Price Bid format provided in Annexure 13

Bidder scoring Lowest charges shall be given 100 marks.

5.5. Composite Score

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

Composite Score (CS) = Technical Score (TeS) * 0.80 + Financial Score (Fis) * 0.20

The technical experience has been assigned **80%** of weightage while price quote is assigned **20%** weightage.

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

6. EVALUTION PROCESS

6.1. Opening of Technical Bid

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

6.2. Evaluation of Technical Bid

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

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

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) The Technical Bid and Price Bid are submitted in Hard copy separately and properly as per the terms of the RFP.
 - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
 - (iii) Physical submission of Technical Bid, RFP fee & EMD and Price Bid are made within specified timeline.
 - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - (vi) It does not contain any conditionality; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
 - 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
 - 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.
- 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 and/or appropriate the EMD if:
- at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - Bidder is blacklisted/barred by any Government Agency.
 - In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8.
 - 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 Consultant 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 Consultant , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Consultant. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7. Contacts during Bid Evaluation

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

the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, GMDC and/ or their consultants/ employees/representatives on matters related to the Bids under consideration.

6.8. Correspondence with Bidder

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

6.9. Confidentiality

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

7. SELECTION OF CONSULTANT 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 be called the “Consultant”.

7.3. Performance Security

- (i) The Successful Bidder shall furnish Performance Security to GMDC for securing the due and faithful performance of its obligations under the Agreement, within 30 days from the date of Letter of Award, in the form of Demand Draft or an unconditional and irrevocable bank guarantee for amount of equivalent to **10% (Ten percent) of Consulting Fees** and 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 16 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).
- (ii) Such performance Security shall be in favour of Gujarat Mineral Development Corporation Limited and admissible and payable at Ahmedabad branch.
- (iii) The Consultant shall maintain a valid and binding Performance Security for a Contract Period. The Consultant 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 Consultant shall have to renew Performance Security for a period of extended Contract Period.
- (iv) If the successful Bidder may be fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.

- (v) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- a) in the event GMDC requires to recover any sum due and payable to it by the Consultant including but not limited to Damages; and which the Consultant has failed to pay in relation thereof; and
 - b) in relation to Consultant's breach in accordance with the terms contained in the Agreement.
- (vi) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement. The Consultant 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.
- (i) At the end of the Contract Period, the Performance Security shall be returned to the Consultant without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

7.4. Commencement of Work/Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Signing of Agreement, or such other date as may be mutually agreed. If the Consultant 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 Consultant, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to GMDC in relation to the Consultancy Assignment pursuant to TOR shall be the property of GMDC.

7.6. Tax Liability

- (i) The rates quoted in Price Bid Annexure 13 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote").
- (ii) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per the Indian laws. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Consultant as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Consultant as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or
 - (ii) after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning

the Project;

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

9. CONFLICT OF INTEREST

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

- (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
- (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its Member or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. a constituent of such Bidders is also a constituent of another Bidders; or
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the Consultant 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 Consultant 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: CONSULTING FEES AND PAYMENT TERMS

1. CONSULTING FEES

- a) The Bidders shall be required to quote total Consultancy Fee as per the Price Bid format provided in Annexure 13 for execution of TOR specified in section II. The Bidders are permitted to quote Consultancy Fees in Indian National Rupee (INR)/ US Dollars (USD) as per their preference.
- b) The total Consultancy Fees quoted by Bidders shall be inclusive of all applicable taxes in India. Further, the risk of applicability of any other taxes, duties and levies in foreign country of origin, shall be borne by the Consultant.
- c) The total Consultancy Fees quoted by Bidders represent remuneration of Bidder's staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance, Testing cost, process costs, material consumption for scoping study, cost towards packaging of samples, Cost towards transportation of samples to designated locations, insurance, labour and taxes as specified in subpoint b) hereinabove. The above quoted rates also represent 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 previous day of Bid Submission Date. The price Bids of all Bidders shall be compared after converting it into INR.

Illustrative example

- The consultancy Fees Quoted by Bidder A and Bidder B

Bidder A : INR 50 million

Bidder B : USD 1 million

- Reference Exchange Rate as prevailing on previous day of Bid Submission Date: USD 1 = INR 78.9376.
- GMDC will convert the Consulting Fees of Bidder B quoted in USD into INR using above specified exchange rate = USD 1 million x 78.9376 = INR 78.9 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 78.9 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 Consultant'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 build into its Price Bid/ Contract Price. 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 prevailing on previous day of Bid Submission Date.

Illustrative example

- The consultant raises invoice of USD 100
- Reference Exchange Rate say USD 1 = INR 78.9376.
- GMDC will convert the invoice amount into INR using above specified exchange rate = USD 100 x 78.9376 = INR 7893.76
- Thereafter GMDC will make payment of INR 7893.76 (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) (i), 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 Consultant. 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 Consultant.

b) Invoicing and Payment Milestones

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

Sr No.	Milestone	Timeline for Milestone	Payment Milestone in terms of % of consulting fees to be paid
1	Submission of Report on Asset due diligence Report (Task 1)	T ₀ +0.5 month	10%
2	Submission of Report on Sampling Plan (Task 2a)	T ₀ +1 month	10%
3	Submission of Report on basic diagnostic and mineralogical study (Task 2b)	T ₁ +1 month	20%
4	Submission of Report on findings from Metallurgical testing along with work plans for bench scale test work and pilot plant testing activities (Task 2c)	T ₁ +1.5 months	20%
5	Submission of Report on Flowsheet Development as per the Task 3	T ₁ +4 months	20%
6	Submission of Draft Final Report (comprising Task 1 to 6)	T ₁ +5 months	10%
7	Submission of Final Report (after incorporating GMDC comments)	T ₁ +6 months	10%

"T₀" is the agreement signing date with consultant.

"T₁" is the date on which samples as per the sampling plan reaches designated location specified by the Consultant (i.e. the location where the consult shall carry out testing and tun processes as per the scope/TOR).

- (ii) The Consultant 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 30 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to contract conditions.
- (iii) The amount of Payment shall not exceed the Contract Price.
- (iv) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per Indian laws. The TDS certificate(s) shall be provided as per the due date specified in the Income Tax Act of India².

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.

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 Consulting Firm if Preferred Bidder is a Single Bidder / Name of the Lead Member of Consortium if Preferred Bidder is a Consortium) having its registered office at _____, hereunder referred to as the “**Consultant**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

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

WHEREAS

- A. GMDC vide its Request for Proposal, dated ____ invited Bids from competent parties through transparent and competitive bidding process for “**Selection of Technical Consultant for Scoping study/ Pre-Economic Assessment for establishing a REE processing plant for the Ambadongar Deposit, Gujarat, India**” as per the terms specified in RFP and this Agreement (hereinafter called the “**Project/ Consulting Work/Consulting Assignment/ Assignment**”);
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Consultant 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 Consultant has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the **Consultant for Scoping study/ Pre -Economic Assessment for establishing a REE processing plant for the Ambadongar Deposit, Gujarat, India** on the terms, conditions and covenants hereinafter set forth in this Agreement.

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

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

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
2. Letter of Acceptance (LOA) no. _____ issued on _____.
3. Terms of Reference provided in RFP SECTION II (which shall be placed as Schedule I in the contract when it is executed)
4. Payment Terms provided in RFP SECTION IV (which shall be placed as Schedule II in the contract when it is executed).
5. Consultant'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;
 - 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. **"Consultant"** 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 3.4
 - g. **"Day"** means calendar day.
 - h. **"Dispute"** shall have a meaning specified in clause 10.1
 - i. **"Effective Date"** shall have meaning specified in clause 3.1.
 - j. **"Force Majeure"** shall have a meaning specified in clause 3.7.1.
 - k. **"Insurance"** shall have a meaning specified in clause 4.1.1.
 - l. **"Local Currency"** means Indian Rupees.

- m. **“Material Breach”** means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.
- n. **“Party”** means the “Authority” or the Consultant, as the case may be, and **“Parties”** means both of them.
- o. **“Team Leader”** shall have a meaning specified in clause 5.5
- p. **“Performance Security”** shall have a meaning specified in clause 7.3.
- q. **“Personnel”** means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof;
- r. **“Services”/ “Scope of Services/Terms of Reference (TOR)”** means the work to be performed by the Consultant pursuant to this Contract, as described in RFP SECTION II;
- s. **“Sub-Consultants”** means any person or entity to whom/which the Consultant subcontracts any part of the Services. Sub-contracting of entire ToR is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the Consultant may engage sub consultants under intimation to Authority. Sub-contracting does not absolve the Consultant from its obligations provided in this Agreement.
- t. **“Terms of Reference” (“TOR”)** are the description of scope of Service to be performed by the Consultant. Detailed TOR is specified in RFP SECTION II;
- u. **“Third Party”** means any person or entity other than the “Authority”, or the Consultant.

1.2. Principles of Interpretation

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

1.3. Relationship between Parties

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

1.4. Rights and Obligations

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

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

1.5. Governing Law and Jurisdiction

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

1.6. Language

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

1.7. Table of Content and Heading

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

1.8. Notices

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

If to Authority;

General Manager (PP&D)

Email: ppd@gmdcltd.com

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

Land Lines : 079-27912443

Board Lines : 079-27913501, 079-27913200

If to Consultant;

1.9. Location

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

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

2. CONSORTIUM CONDITIONS (Applicable on If selected Consultant is a Consortium)

- a) In case, the Consultant 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 Consultant 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 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 Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

3.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 3.2 above, GMDC may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

3.4. Expiration of Agreement

a) The Consultant shall be required to complete the scope specified section II /TOR within Seven (7) Months of time Period but not on continuous basis unless terminated earlier pursuant to clauses 3.3 and 3.9 hereof or extended hereof pursuant to sub clause b) hereunder. The Time period required for transportation of sample to its designated location shall be excluded from the Timeline required to execute Consultant's scope (the "Agreement Period"/ "Contract Period").

b) Extension of Agreement

As its sole discretion, GMDC may extend Contract Period in mutual agreement with the Consultant if TOR is incomplete/not executed on time due to reasons not attributable to the Consultant or occurrence of Force Majeure Events or occurrence of undeniable events.

3.5. Entire Agreement

a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

b) Without prejudice to the generality of the provisions of Clause 3.5 (a) , on matters not covered by this Agreement, the provisions of RFP shall apply.

3.6. Modification of Agreement

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

3.7. Force Majeure

3.7.1. Definition

- a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, pandemic, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant 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.

3.7.2. No Breach of Agreement

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

3.7.3. Measures to be taken

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

3.7.4. Extension of Time

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

3.7.5. Payments

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

3.7.6. Consultation

Not later than 30 (thirty) days after the Consultant 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.

3.8. Suspension of Agreement

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

3.9. Termination of Agreement

3.9.1. Termination by Authority

GMDC may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 3.9.1, terminate this Agreement if:

- a) If Consultant fails to furnish Performance Security as per the terms of the agreement.
- b) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 3.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- c) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- d) Any representation made or warranties given by the Consultant 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 Consultant does not abide by the Consortium Conditions specified in this Agreement.

- g) If the Consultant 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- i) the Consultant submits to GMDC a statement which has a material effect on the rights, obligations or interests of GMDC and which the Consultant knows to be false;
- j) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- k) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

3.9.2. By Consultant

The Consultant 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 3.9.2, terminate this Agreement if:

- a) GMDC fails to pay any amount due to the Consultant 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 Consultant 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 Consultant may have subsequently granted in writing) following the receipt by GMDC of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant 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.

3.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 3.3 or 3.9 hereof, or upon expiration of this Agreement pursuant to Clause 3.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 4.2.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 4.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

3.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 3.9.1 or 3.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by GMDC, the Consultant shall proceed as provided respectively by Clauses 4.8 or 4.9 hereof.

3.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 3.9.1 or 3.9.2 hereof, GMDC shall make the payments to the Consultant 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.

3.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 3.9.1 or 3.9.2 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 CONSULTANT

4.1. General

4.1.1. Standard of Performance

The Consultants 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 Consultants 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-consultants or Third Parties.

4.1.2. Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at RFP SECTION II. The Consultant shall provide the Deliverables

specified therein in conformity with the time schedule stated therein. Additionally, the Consultant shall provide monthly progress report to GMDC during the Contract Period.

4.1.3. Applicable Laws

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

4.2. Conflict of Interest

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

4.2.1. Consultants not to Benefit from Commission, Discounts etc.

The remuneration of the Consultants pursuant to Payment Terms specified in RFP SECTION IV hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, the Consultants 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 Consultants shall use their best efforts to ensure that any Sub-consultants, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

4.2.2. Consultants and Affiliates not to engage in Certain Activities

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

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

4.2.3. Confidentiality

- (i) The Consultants, their Sub-consultants 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 Consultant can share as the credential of the Consultant in future after the 1 (one) year beyond the contract period.

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

4.3. Liability of the Consultant

- 4.3.1.** The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 4.3.2.** The Consultant shall, subject to the limitation specified in Clause 4.3.3, be liable to GMDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 4.3.3.** Notwithstanding anything to the contrary, the aggregate maximum liability of the Consultant under this Contract shall not exceed the fees received by the Consultant under this Contract subject to this cap shall not apply to damages specified in clause 4.10(ii) and 4.11.

4.4. Accounting, Inspection and Auditing

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

4.5. Consultants' Actions requiring Authority's prior Approval

The Consultants 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.

4.6. Reporting Obligations

The Consultants 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 Consultant shall also submit monthly progress report.

4.7. Documents Prepared by the Consultants to be the Property of GMDC

- (i) All plans, drawings, specifications, designs, documents, reports, frameworks, test outcome report, flowsheet, databases, content and documents prepared by the Consultants solely in performing the Services under this Contract shall become and remain the property of GMDC, and the Consultants 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 Consultant independent of the Contract, including know-how, technology, testing methods, , software, databases, models etc. ("Consultant Tools"), for which the Consultant at the time of signing of this Agreement has a legal right, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification, will be and remain owned by the Consultant.

4.8. Equipment and Materials Furnished by GMDC

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

4.9. Accuracy of Documents

- (i) The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 4.4, it shall indemnify GMDC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents

including any re-survey / investigations.

- (ii) Notwithstanding anything, the Consultant will have no obligation to independently verify information provided by GMDC or their service providers.
- (iii) Authority acknowledges and agrees that Consultant shall not provide professional legal, accounting, or tax advice. However, the Consultant 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.

4.10. Insurance to be taken out by the Consultant

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

4.11. Indemnity

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

5. CONSULTANT'S PERSONNEL

5.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as specified in clause 6.2 (i.e Technical Marking System) of SECTION III of this RFP and as may be required to carry out the Services.

5.2. Deployment of Personnel

- a) The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Technical Marking System of this RFP which is listed in Schedule ____.
- b) The Key Personnel listed in Schedule ____ of the Agreement are hereby approved by GMDC.
- c) The list of Team /Key Personnel provided in clause 5.2 of ITB is a minimum list. The Consultant shall deploy additional expert resources or support staff if so required to execute its scope but deployment of additional personnel should not substitute the Key personnel specified in sub clause 5.2 b).
- d) If the Consultant 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 Consultant 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.

5.3. Substitution of Personnel

GMDC expects all the Key Personnel i.e Team Leader, REE expert, Process 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 Consultant. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.

5.4. Working hours, Overtime, Leave etc.

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

5.5. Team Leader and Project manager

- a) The person designated as the Team Leader/ key personnel of the Consultant'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.

- b) The Consultant is required to deploy all personnel for this assignment. The consultant shall deploy additional resources if it is required to perform Scope of Services specified in this this RFP.

5.6. Sub-Consultants

The sub-contracting of entire TOR by the Consultant is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the Consultant may engage sub consultants under intimation to Authority/GMDC. Sub-contracting does not absolve the Consultant 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 Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant 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 Consultant under this Agreement, GMDC shall make to the Consultant 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 Ambadongar Deposit as available with GMDC
- b) Facilitating Site visit (at no transportation cost to GMDC) and meetings relevant stakeholders
- c) Support towards Sample collection and approvals as below.

- Sample collection activities shall be carried out under the supervision of the Consultant. GMDC shall provide required manpower and tools for sample collection at GMDC's own cost.
- The consultant shall be responsible for packaging of sample as well as transportation of sample to its designated location. The cost pertaining to packaging and transportation of sample shall be borne by the Consultant.
- GMDC shall obtain required Government approvals if any, including custom clearances for transportation of sample to its designated location/foreign country where the Consultant shall carry out testing as well as run processes.

7. PAYMENT TO THE CONSULTANT

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

8. LIQUIDATED DAMAGES AND PENALTY

8.1. Performance Security

- For securing the due and faithful performance of the obligations of the Consultant under this agreement, during the Agreement Period, the Consultant, has in terms of the RFP and letter of award furnished to GMDC the required Performance Security dated _____ of amount _____ drawn in favour of " _____ " from _____ Bank in the form of Bank Guarantee/DD and valid till ____ and admissible and payable at Ahmedabad branch, the receipt & veracity of which, is hereby acknowledged by GMDC (the "Performance Security").
- The Consultant shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period ("Validity Period"). The Consultant 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 Consultant shall have to renew Performance Security for a period of extended Contract Period.
- GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - In the event GMDC requires to recover any sum due and payable to it by the Consultant including but not limited to Damages; and which the Consultant has failed to pay in relation thereof; and
 - In the event of the Consultant's breach of its obligations and if such breach is not cured with the remedial period as per the terms of the Agreement.
 - If the Consultant fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.

- (d) Upon such encashment and appropriation from the Performance Security, the Consultant 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 Consultant shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a Consultant's breach and entitle Authority to terminate this Contract in terms hereof.
- (e) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Consultant without any interest, provided the Consultant is not in default of the terms hereof and there are no outstanding dues of GMDC with the Consultant.

8.2. Liquidated Damages

8.2.1. Liquidated Damages for error/variation

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

8.2.2. Liquidated Damages for delay

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

8.2.3. Encashment and appropriation of Performance Security

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 8.2.

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

8.3. Penalty for Deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 8.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law.

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 Consultant 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 Consultant, 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 Consultant. 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/questions/differences whatsoever, which may at any time arises between the parties to this Contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 10.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

(b) Place of Arbitration

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

(c) Procedure

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

(d) Enforcement of Award

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

(e) Fees and Expenses

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

10.3. Performance during Dispute Resolution

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

SECTION VI: ANNEXURE

Annexure 1: Letter of Bid Submission

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

Dated:

To,

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

Subject: Submission of Bid for RFP for Selection of Technical Consultant for Scoping study for establishing a REE processing plant for the Ambadongar Deposit

Dear Sir/Madam:

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

Physical submission of;

- (i) Technical Bid- Pre-Qualification and Qualification documents;**
- (ii) RFP Fee and EMD as per the requirement of the RFP**
- (iii) 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 consulting services related to the assignment not later than the period specified in the RFP.

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

We remain,

Yours sincerely,

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

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

Address:

Annexure 2: Bidder's Organization and Experience

[To be provided by 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 Bidder: 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 consulting Assignment/job similar to the ones specified in Technical Marking system set forth in the RFP (If possible, the Bidder shall specify exact assignment / job for which experience details may be submitted)]

Name of Employer:	
Details of Public Sector/Pvt sector Employer	
Address:	
Country:	
Location within country:	
Assignment/job name	
Description of Project/Assignment	
Approx. value of the contract (in Rupees):	
Duration of Assignment/job (months):	
Total No of staff-months of the Assignment/job:	
Information on lab	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultants, if any:	



No of professional staff-months provided by associated Consultants:	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

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

C – Accreditation of Testing Facility/ Laboratory

Information on Bidder ‘Testing facility/ Laboratory as below;

- Details of Bidder ‘Testing facility/ Laboratory in terms of presence of relevant equipment, experts, location and size.
- Name of the Agency granted accreditation to Bidder’s lab (ILAC / APAC / agencies accredited by ILAC and or APAC) : _____
- Evidence of Accreditation: _____

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

A - On the Terms of Reference

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

B - On Inputs and Facilities to be provided by GMDC

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



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

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

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

a) **Approach and Methodology**

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

- b) **Work Plan:** In this chapter, Bidder should propose the 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	Years of Experience (i) Total Exp. & (ii) sector experience	Relevant Project Experience	Position and Task Assigned to this Job/Assignment	CV Details with signature
1.								
2.								
3.								

Support Staff (if any)

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

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

[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. Other Training [Indicate significant training since degrees under -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:

From [Year]: To [Year]:

Employer:

Positions held:

Sector:

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

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

- (i) Name of Assignment/job or project:

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

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

15. Certification:

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

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

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

REE
PROCESSING PLANT

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 from consulting assignments (excluding revenue from audit and taxation practice), for the last three years.

Years	Revenue (Bidder to specify : 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 2018 to 2020. In case Bidder is following financial year then it should provide latest available annual audited annual revenue for last three years from 2017-18 to 2020-21.*
- (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]</p> <p>----- [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....

For _____ (Signature, Name & Title)



REQUEST FOR PROPOSAL FOR

Selection of Technical Consultant for Scoping study / Pre-economic assessment for establishing a Rare Earth Element (REE) Processing plant for the Ambadongar Deposit in Gujarat State, India



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

Sub: Our Price Bid for RFP for Selection of Technical Consultant for Scoping study/ Pre - Economic Assessment for establishing a REE processing plant for the Ambadongar Deposit, Gujarat, India

Dear Sir,

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

Particular	Currency (USD/INR)	Total Consulting Fees (Amount in USD/INR)
Total Consulting Fees for Scoping study/pre-Economic assessment study for establishing a REE processing plant for the Ambadongar Deposit, Gujarat, India		

Notes:

- The Bidders shall be required to quote total Consultancy Fess for execution of TOR specified in section II. The Bidders are permitted to quote Consultancy Fees in Indian National Rupee (INR)/ US Dollars (USD) as per their preferences.
- The total Consultancy Fees quoted by Bidders shall be inclusive of all applicable taxes in India. Further, the risk of applicability of any other taxes, duties and levies in foreign country of origin, shall be borne by the Consultant.
- The total Consultancy Fees quoted by Bidders represent remuneration of Bidder's staff, Travel expense, expense towards dime, hotel stay, office rents, conveyance, Testing cost, process costs, material consumption for scoping study, cost towards packaging of samples, Cost towards transportation of samples to designated locations, insurance, labour and taxes as specified in subpoint b) hereinabove. The above quoted rates also represent 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 previous day of Bid Submission Date. The price Bids of all Bidders shall be compared after converting it into INR.

Illustrative example

- The consultancy Fees Quoted by Bidder A and Bidder B

Bidder A : INR 50 million

Bidder B : USD 1 million

- Reference Exchange Rate as prevailing on previous day of Bid Submission Date: USD 1 = INR 78.9376.
- GMDC will convert the Consulting Fees of Bidder B quoted in USD into INR using above specified exchange rate = USD 1 million x 78.9376 = INR 78.9 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 78.9 million

- (e) Payment shall be made as per the Payment terms specified in Section IV of the RFP.
- (f) 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 India³.

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.**

³ 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 towards Bid security/Earnest Money Deposit
(On Non-judicial Stamp paper to be submitted along with submission of bids)

..... (Name of the Bank)
 Address.....
 Guarantee No.....
 A/C Messrs..... (Name of Bidder)
 Date of Expiry.....
 Limit to liability (currency & amount)

Invitation For Tender No..... Dated..... (bidding document)
 For..... (Name of work)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....2022

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

Dear Sir,

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

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

1. We the _____ (Name of Bank) hereinafter referred to as "Bank" having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any

losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

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

We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____(Name of the Bank)

Annexure 15:
Format for Bank Guarantee for Performance Security

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

Ref: Tender bearing No. _____

Subject:

Bank Guarantee towards Performance Security

Date.....20

To,
 General Manager (PP&D),
 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/Consultant") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender _____. **The present Bank Guarantee is towards Performance Security of Bid in terms of Clause No. _____ of Part – _____ of the aforesaid bidding document for the due fulfillment by the Contractor/Consultant of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____/- (INR _____ only)**

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

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

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



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

Yours faithfully
For.....

(Name of the Bank)
Notwithstanding anything contained hereinabove

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

Yours faithfully
For _____(Name of the Bank)



Annexure 16:**List of Approved Banks to GMDC for EMD and Performance Security if Bidder intends to submit Bank Guarantee**

Finance Department, Government of Gujarat's GR No: EMD /10/2021/7729/DMO dated 12/04/2021 specified list of Approved Banks as follows.

Acceptance of Bank Guarantee as
Security Deposit and Earnest Money
Deposit.

Government of Gujarat
Finance Department

Corrigendum No.: EMD/10/2021/7729/DMO Date: 28/06/2021
Read: FD GR. No.: EMD/10/2021/7729/DMO Date: 12/04/2021


CORRIGENDUM

The following corrigendum is issued to the above Government Resolution dated 12th April, 2021 for the addition of Yes Bank in Annexure-1 for the Acceptance of EMD/SD till 31st March, 2022

From the date of issuance of this Corrigendum, in pursuance of the above cited GR, Government of Gujarat has decided to add Yes Bank in Annexure-1 for the Acceptance of EMD/SD till 31st March, 2022

In view of the above modification revised Annexure-1 attached with this corrigendum should be taken into consideration for Acceptance of Bank Guarantee as EMD/SD.

By order and in the name of the Governor of Gujarat.


 (S. Chhakehuak)
 Additional Secretary (B)
 Finance Department

To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar
 Principal Secretary to Hon. Chief Minister
 PS to Hon. Deputy Chief Minister /Finance Minister
 PS to all Hon. Ministers, State Ministers and Deputy Ministers
 PS to Hon'ble Leader of Opposition Party
 The Secretary, Gujarat Legislative Assembly, Secretariat, Gandhinagar
 PS to Chief Secretary
 PS to Additional Chief Secretary, Finance Department
 PS to Secretary (EA), Finance Department
 PS to Secretary (Expenditure), Finance Department
 PS to Joint Secretary (B), Finance Department
 All Administrative Departments, Sachivalaya, Gandhinagar
 All Heads of Department
 All Public Enterprises of the State
 All State's Boards/Corporations/Societies
 Accountant General-I (Audit) Gujarat, Ahmedabad
 Accountant General (A&E) Gujarat, Ahmedabad
 Accountant General-II (Audit) Gujarat, Rajkot
 Accountant General (A&E) Gujarat, Rajkot
 Pay and Accounts Office (Gandhinagar/Ahmedabad)
 Chief Information Officer, Finance Department
 All Add. Secy./Joint Secy./Dep. Secy./Under Secy. Finance Department
 All Branches, Finance Department
 System Manager, Finance Department for put up on GSWAN website
 Select File DMO-Finance Department

Annexure I.

Finance Department, Corrigendum No.: EMD/10/2021/7729/DMO

Date: 28/06/2021

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

- ❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2022. 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.

- ❖ The Mehsana Urban Co-operative bank Limited
- ❖ Ahmedabad Mercantile Co-Operative Bank Limited
- ❖ Nutan Nagrik Sahakari Bank Limited
- ❖ Kalupur Commercial Co-Operative Bank Limited
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagarik Sahakari Bank Limited
- ❖ The Gujarat State Co-Operative Bank
- ❖ Sarswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank
- ❖ Yes Bank

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


(S. Chhakhhuak)
Additional Secretary (B)
Finance Department

-----XXXXX-----

Annexure 17: Brief Introduction of Ambadongar REE Deposit, Gujarat, India

Geology of the Area

Geologically, Ambadongar is a classic carbonatite-alkaline rock complex. The carbonatite-alkaline complex intrudes the Bagh sandstone -Deccan traps sequence (Cretaceous-Eocene) and are emplaced in close proximity to the north of the Narmada rift zone (Figure 1). Precambrian granite gneissic rocks exposed about 40km north of Ambadongar, over which Bagh beds were deposited during Cretaceous forms the basement. The complex has a central core of basalt surrounded by carbonatite breccia which in turn is rimmed by sovite. Ankeritic carbonatite occurs as disjointed plugs and as small dykes intruding the sovite. Bagh beds were later overlain by basaltic flows during the Deccan Volcanic activity (Eocene). The Bagh beds are represented by basal conglomerates overlain by gritty sandstones and fine-grained sandstones respectively. The Bagh beds mostly have southerly dips ranging between 10° to 15°. Reversal of dips is noticed due to forceful injection of carbonatite alkali magma, which resulted in doming of sandstone-basalt sequence. At Ambadongar, the sovite forms a large ring-dike (ca. 1.5 km dia.) surrounding an incomplete ring of carbonatite breccia. Plugs of ankeritic carbonatite intrude the sovite. The sandstone has been injected and soaked by carbonatites, resulting in the formation of carbonatite breccia.

Geological Investigations

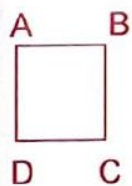
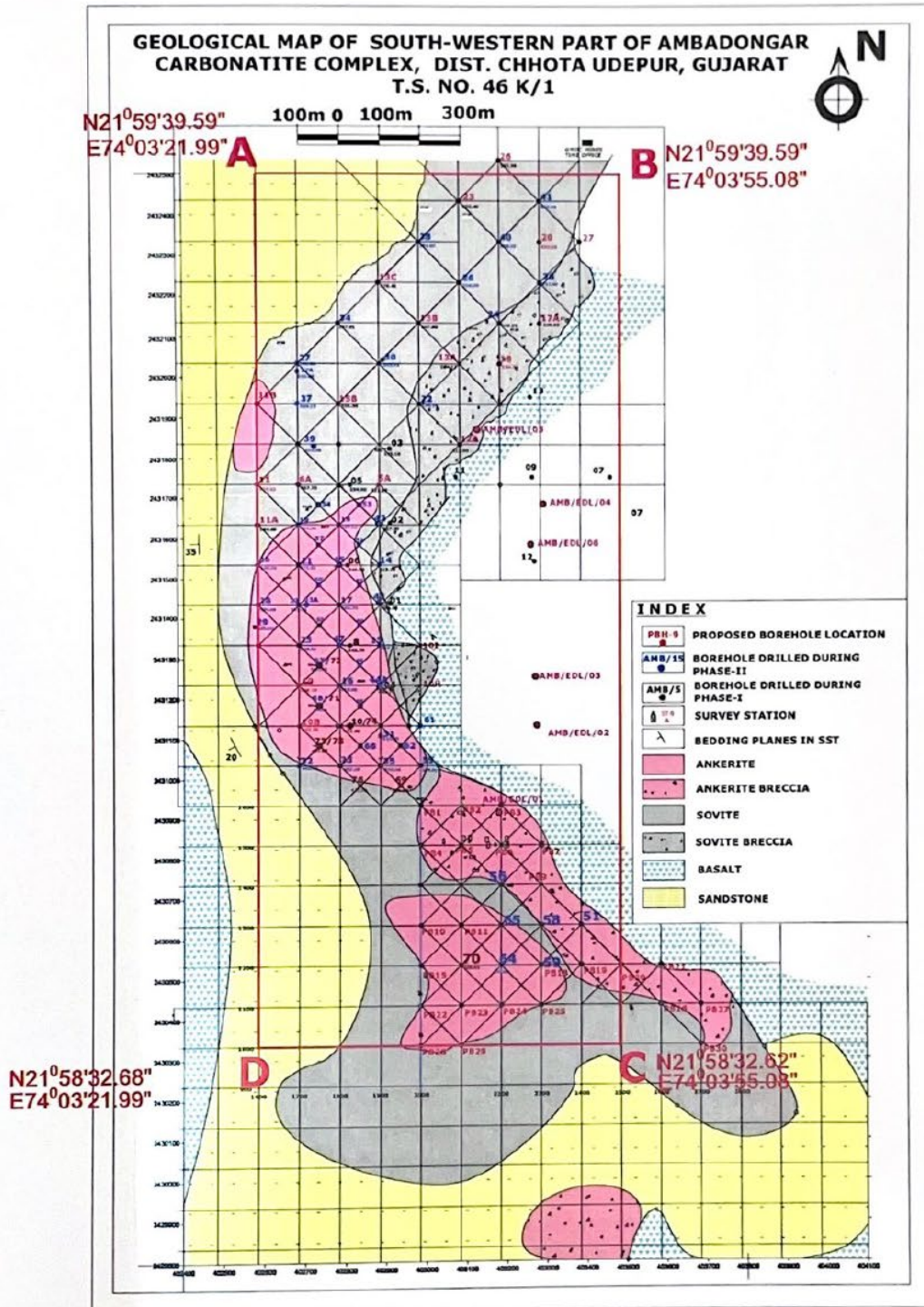
Atomic Minerals Directorate for Exploration and Research (AMD), a constituent unit of Department of Atomic Energy (DAE), Government of India is a designated agency under section 4(1) of the MMDR Act, 1957 for undertaking prospecting operations without any prospecting license. The geological investigations carried out by AMD so far in Ambadongar area, Chhota Udepur district, Gujarat have indicated the presence of REE, niobium and thorium.

Geological Survey and Mapping

AMD initiated exploration (G4) (UNFC Classification) for Nb-REE-Th-U in Ambadongar area during 2012-13. Geological survey and mapping carried out over broader area in 1:50,000 scale (G4) in reconnaissance stage resulted in identification of anomalous concentration of REE-Nb-Ba-V & Th hosted in ferro-carbonatite, sovite and fenite in western and south western part of Ambadongar. Subsequently, detailed geological mapping was carried out on 1:10000 (G3) and on 1:2000 (G2) scale in Ambadongar area. Analytical results of the grab samples generated from the Ambadongar area by AMD show that the carbonatites contain higher concentration of REE and Nb (Appendix 1, Table 1).

Based on the encouraging results, reconnoitry drilling was initiated in Ambadongar area by drilling shallow boreholes (up to 150m in depth). Significant REE-Nb-Th-V mineralisation associated with carbonatite was intercepted in all the boreholes and depth continuity was established up to 150m. Subsequently, boreholes ranging in depth from 200- 500 m were drilled. The sub-exploration carried out for REE-Nb-Th-U has resulted in identifying the target areas in Western and South-Western part of Ambadongar and the geo-coordinates of the explored block are provided in Figure 1.

Figure 1:



Map showing the block explored by AMD

Geophysical Surveys: Regional magnetic survey was conducted during 2016-17 in southern and western part to establish lateral extension and depth persistency of carbonatite along the western margin of Ambadongar.

Drilling Inputs: Thirteen (13) shallow boreholes (2,000m of drilling, up to 150m in depth) followed by 62 deeper boreholes (total of 18,209m; 200-500m in depth) have been drilled so far over an area of 1.50 sq km. A total of 20,209m of drilling has been achieved in 75 boreholes covering a strike length of 1,500m. The coring boreholes were drilled by deploying mechanical and hydrostatic rigs with >95% of core recovery.

Borehole Spacing: Initially boreholes were drilled on a grid of 200m x 200m and subsequently, on a grid of 100m x 100m. Few infilling boreholes were also drilled at the centre of the square grid of 100m x 100m. The boreholes intercepted the mineralised bands from surface to deeper levels i.e., up to 500m.

Sampling: Core samples have been analysed for elemental (REE, U, Th, Nb, Zn, Ba and V) content by Laser Fluorimetry, AAS, ICP-OES, ICP-MS etc. Major oxides and other trace elements viz. Mo, v, Cu, Pb, Zr, Ni and Co have been analysed by XRF. Mineral technological studies are underway on bulk composite samples derived from mineralised zones. Initially samples representing 1m of core were prepared. After analyzing the sample results, it is observed that optimum core length for preparing sample is 2m for ankerite hosted mineralisation and 3m for sovite & fenite hosted mineralisation. Approximate REO tonnage of Ambadongar has been attached at Appendix 1, Table2

All the boreholes drilled in the area have been gamma-ray logged to assess the depth, grade and thickness of the radioactive bands.

Petrographic and Mineralogical Studies: Ankeritic, sovitic and carbonatite breccia are the main host rocks. Petro-mineralogical study of core samples show that REE minerals occur as disseminated discrete grains as well as in the form of veins. Monazite, thorite, cerite, biraite, bastnaesite and pyrochlore have been identified in carbonatites. Besides, rare earth fluoro-carbonates synchysite, parisite, florencite, barite, strontianite and columbite have also been identified.

Extent of mineralisation: Th-REE-Nb mineralization in Ambadongar occurs in the form of flat/tabular body. REE mineralization has been established over a strike length of 500m and plan width of 250m.

Depth Persistence: Mineralisation has been intercepted in few boreholes drilled up to the depth of boreholes i.e., upto 500m.

Resource Estimation:

REE oxide resource of 519,552 tonnes at an average grade of 1.51 % contained in 34.20 million tonnes (mt) of ore has been estimated at 0.50% REO cut-off over an area of 0.090 sq km. Additionally, 29,482 tonnes of Nb₂O₅ resource at an average grade of 0.086%, 21,455 tonnes of V₂O₅ at an average grade of 0.063% V₂O₅ and 12,582 tonnes ThO₂ at an average grade of

0.037% ThO₂ from the ore zone has also been estimated. The resource estimation is based on the following inputs and criteria.

1. Analytical results of 27 boreholes drilled over an area of 0.09 sq km
2. Borehole grid of 100m x 100m (square grid) with infilling boreholes
3. Chemical analysis of the core samples
4. A cut-off grade of 0.50% REO assigned
5. No cut-off thickness assigned as the entire explored thickness is mineralized
6. Specific gravity of ore is considered as 2.80
7. Ore resource estimation is based on triangular method
8. REE resources are up to a depth of 150m and likely to increase based on ongoing exploration.

The data generated from the remaining part of the explored area is under progress and the resource will be calculated after completion of sample analysis by

Appendix 1

Table 1: Results of Grab Samples from Ambadongar area

Sl. No.	Rock Type	Range		
		Ce%	Y%	Nb%
1	Ferr. sovite (n=6)	0.11-1.50	<1.001-0.027	<0.001- 0.089
2	Ankeritic carbonatite (n=6)	0.89-2.6	0.009-0.054	<0.001-0.18
3	Carbonatite Breccia (n=6)	0.44-1.12	0.01-0.032	0.034-0.10
4	Sovite carbonatite (n=3)	0.018- 1.56	0.011-0.025	0.025-1.8

Table 2: Approximate Individual REO tonnage of Ambadongar Deposit

Individual REO	La ₂ O ₃	CeO	Pr ₂ O ₃	Nd ₂ O ₃	Sm ₂ O ₃	Eu ₂ O ₃	Gd ₂ O ₃	Tb ₂ O ₃	Dy ₂ O ₃	Ho ₂ O ₃	Er ₂ O ₃
Grade (ppm)	4635	6876	538	1516	203	41	89	8	34	11	23
%	32.49	48.20	3.77	10.62	1.42	0.28	0.62	0.05	0.24	0.07	0.16
Tonnage (tonnes)	171490	254390	19910	56100	7500	1500	3280	290	1270	420	840



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