



**Request for Proposal
for**

**SELECTION OF TECHNICAL CONSULTANT FOR
PREPARATION OF DETAILED PROJECT REPORT (DPR)
OF THREE LIGNITE PROJECTS OF GMDC IN SOUTH
GUJARAT**

RFP No: GMDC/PPD/005/23-24

**Gujarat Mineral Development Corporation Limited
(CIN No.L14100GJ1963SGC001206)
Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052**

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DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Consultants interested for assisting GMDC in its Selection of Technical Consultant for Preparation of Detailed Project Reports for Mining Projects of GMDC.

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 registered in India which submits the bid including paying the RFP Fees and Bid Security/EMD as per the terms of this RFP within the stipulated time. It should be either Limited Liability Partnership firm registered under LLP act or a Company under the India Companies Act 1956/2013.
3. **Bid/Proposal** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in Schedule of Bidding 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 work as per 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. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION III.
8. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION III.
9. **“Consultancy Fees /Fees/Service Charges”** shall mean the charges payable by GMDC for the Consultancy Services rendered by the Consultant.
10. **“Composite Score”** shall mean score obtained by consultant as per the formula provided in clause 5.5.
11. **“Contract Price”** shall mean the Consultancy Fees as specified in Letter of Award issued by GMDC to the Consultant.
12. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION III
13. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION III
14. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION III.
15. **Financial Score** shall mean score obtained by the Consultant as per the formula provided in clause 5.4 of SECTION III.

16. Letter of Award” shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION III.

17. “Parties” means the parties to the Consultancy Agreement and “Party” means either of them, as the context may admit or require.

18. “Preferred Bidder” shall have a meaning specified in clause 6.4 (ii) of RFP SECTION III.

19. “Successful Bidder” means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.

20. “Terms of Reference/Scope /Consultancy Work/Project/Assignment” means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the Consultant is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION II of RFP.

21. Technical Score shall mean score obtained by consultant as per the Technical Score system provided in clause 5.2 of RFP SECTION III.

22. “Third Party” means any Person other than GMDC and the Consultant.

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

SECTION I: BACKGROUND

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

GMDC's mining activities are spread across Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chhotaudepur districts of the State. It is currently mining minerals like Lignite with five operational lignite mines, Bauxite (11 operating mines), Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. GMDC also value adds to minerals through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, Beneficiation of Low-Grade Manganese and Beneficiation of Fluorspar. The Company has set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, Wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbal, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

GMDC is presently in the process of expanding its mining operations by setting up six new lignite-based projects in Kutch (3 Projects) and South Gujarat (3 Projects). Presently, the Detailed project Report (DPR) for the Kutch (3 Projects) is being prepared. GMDC is inviting Technical Consultants for carrying out work relating to preparation of these DPRs for establishing a state-of-the-art mining projects for lignite through this RFP for South Gujarat Projects (3 projects). The detailed scope of work for the Technical Consultant is included in the next sections. Reputed Technical Consultants with experience coal or lignite DPR are invited to bid to carry out the stipulated Scope of Work. The terms of selection, timeline for completion and payment terms will be as per this RFP.

The three proposed lignite projects are located in South Gujarat. For the purposes of bidding, bids are invited for preparation of DPR for three Lignite Projects of GMDC in South Gujarat as follows:

- a. Damlai
- b. EFG (Valia)
- c. Ghala

Detailed information about each project is provided in Annexure 14. Work for preparation of DPR for above three lignite projects is intended to be awarded to best evaluated Bidder as per terms of this RFP.

The Bidder shall need to quote Consultancy Fees separately for each of above three Projects. However, aggregate total consultancy fees of above three projects shall be considered for the Price Bid evaluation. Details are provided in the evaluation section.

SECTION II: SCOPE OF WORK

As part of this RFP, three DPRs are to be prepared for Mining Blocks in Surat and Bharuch Districts as specified below.

- 1) Damlai
- 2) EFG (Valia)
- 3) Ghala

The Scope of Work for each of the Projects is described below.

1. TERMS OF REFERENCE

The detailed Terms of Reference (TOR)/ Scope for the Consultant is specified below. The TOR are divided into following parts as below;

A. Project Justification

- Demand and Supply Analysis for Lignite
- Opportunities for lignite projects in Gujarat given the demand and supply situation, outlook and challenges
- For the Purpose of above analysis, the target market is primarily Gujarat and adjacent states for lignite. The Consultant can also consider End user industries such as power, cement, textiles, ceramics etc. GMDC envisages to use lignite for merchant selling. Few percentages may be used for captive purposes.
- The consultant may consider the pit head costing in the DPRs.

B. Marketability, Phasing and Justification

- Suitable size of mining operation and phasing based on criteria such as economies of scale, market base and preferences, land requirement, permits and efficiency variations. This assessment is to be done for Life of the Mine (LOM) by adopting standard practices used to such assessment for greenfield mining projects.
- Land Acquisition phasing and such permits for each projects has to be suggested by the Consultant as part of the DPR. Sensitivity analysis of the project returns/IRR with respect to different assumptions, such phasing and permit scenarios also needs to be brought out.

C. Location, Land and Site Assessment

- Assessment of site area land, transport access, fuel proximity, water availability, environmental considerations, any other
- Geology and Deposit Appraisal/ Due Diligence
- Mine Boundary, Reserves & Mine life

D. Mining Technology Options and Major System

- Broad Technology options and assessment of their suitability for proposed project

- Projects for which resource model is not available with GMDC, the Consultant shall use specialized software for geological model/mine plane instead of use of AutoCAD and/or MS Excel. AutoCAD may be used for generation of plans.
- Method of Mining
- Mining and Dumping Plan
- Mining Schedule and Equipment Phasing
- Lignite quality assessment.
Depending on the analysis quality of lignite, the consultant has to suggest requirement of beneficiation. If it is required, then the dry beneficiation process will be preferred.
- Pumping and Drainage
- Handling and Dispatch Arrangement
- Broad Technology options and assessment of their suitability for proposed project
- Geotechnical assessment

E. Utilities and Supporting systems

- Workshop and Store
- Power Supply, Illumination and Communication
- Civil Construction & Water Supply
- Systems viz Mechanical, Electrical, Instrumentation and Control

F. Safety, Health and Environment Management

- Environment Management
- Land Requirement
- Mine Closure Planning
- Safety

G. Implementation Planning

- Manpower and Productivity
- Key approvals
- Key Risks including environmental and approval related risks and mitigation plan
- Detailed Project Implementation Schedule

H. Cost Estimate and Financial Viability

- Detailed Project Cost with breakup
- Phasing of Cost
- Land and R&R studies are required to the extent such as to provided necessary cost inputs of land acquisition and R&R activities.

I. Broad Financial Viability and Returns

- Project Financial modelling and Funding options
- Financial viability in terms of revenues and costs over the years and returns in terms of RoE, IRR and NPV.

J. Execution and Management

- Suggestions on execution, operation contracts and business models.

K. Assessment on technical and financial feasibility for gasification of lignite

- Assessment on technical and financial feasibility for gasification of lignite in terms of its potential in the respective projects. The details of technology, capital project and operating costs, revenue and prices, returns etc. shall be included in the DPR accordingly.

L. Additional Specific scope points for Damlai and EFG (Valia) lignite Projects

- For Damlai Project : Assessment on Silica produced along with removal of overburden during the production of Lignite in terms of its potential market, capital project and operating costs, revenue and prices, returns etc.
- For EFG (Valia) Project : Assessment of Lignite produced in terms of consumption for captive use for power production w.r.t quality (calorific value, ash content, impurities etc.) volume required for certain scale of power plant (how many MWs of power capacity can lignite production support?, PLF etc), beneficiation requirements, potential if any, beneficiation costs and proposed technology etc.

The work requires is detailed as per standard DPR known to industry players with experience in preparing DPR in mining industry. Detailed drawings, design and specification of various civil, mechanical and electrical components and testing as applicable shall be included and expected.

2. DELIVERABLES

No.	Milestone	Max Time
1	LOA	Say T
2	Signing of Agreement	T + 7 days
3	Commencement of Work	A = T + 14 days
4	Submission of Project Assumptions relating to Geology, Mine Design and Mine Planning Parameters, Project Constrains and Financial Modelling	1 month from A
5	Submission of Draft Report	5 months from A
6	Submission of Final Report (after incorporating GMDC comments and observations)	6 months from A
7	Presentation to GMDC Board	End of quarter in which Final Report is submitted.

It is hereby clarified that the submission of Project Assumptions (sr no. 4 of table above) will be required within one month from commencement of work. This may include Sr. No. A and B of TOR to such an extent which the Consultant may consider necessary for working out the assumptions.

3. SUPPORT FROM GMDC

GMDC shall provide all necessary support to the Consultant, which shall include;

- a) All study Reports, information and documents pertaining to the Project as available with GMDC
- b) Facilitating Site visit (at no transportation cost to GMDC) and meetings relevant stakeholders
- c) Providing samples of mine output or any support towards sample collection at site. All costs towards transportation of such samples from site will be borne by the Consultant.

SECTION III: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Bidding Process

- a. GMDC has adopted a single stage two packet bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in RFP for Selection of Technical Consultant for DPR through national competitive bidding (the “Bidding Process”). Price Bid shall be submitted online while technical bid shall be submitted physically in hard copy. Bidders must carefully note the due time, date and address provided in Schedule of Bidding Clause 1.6 for Price bid and technical bid. Bid delivered after Date on which they are due will be rejected. The time of submission of Price bids online shall be considered to the “**Bid Due Date**” for reference purposes.
- 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, 5.1 and 5.2 shall be opened.
- d. In the second step, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.4, 5.5 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
- 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 Approved Bank as provided in Annexure 13 (List of Approved Banks).
- (ii) 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

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

Sr. No.	Event Description	Date, Time and Address (Dates are in DD/MM/YYYY format)
1	RFP Publication	RFP shall be available from 07/06/2023 from https://gmdc.nprocure.com and company website https://www.gmdcltd.com .
2	Last date for receiving Pre-Bid queries/clarifications	Bidders may send their queries by 14/06/2023 upto 18:00 hrs IST through email to following contacts or reach out for any assistance. Mr. Swagat Ray General Manager (PP&D) 2nd Floor, Wing 'A' Gujarat Mineral Development Corporation Ltd. Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052 (Gujarat) Email: ppd@gmdcltd.com Land Line : 079-27912443 Board Lines : 079-27913501, 079-27913200
3	Pre-Bid Meeting	The Pre-Bid Meeting shall be held both physically and online at 12:00 hrs IST on 20/06/2023 at GMDC Office Ahmedabad as per above. A Web meeting link for those who may wish to join online shall be uploaded on GMDC website i.e https://www.gmdcltd.com prior to the pre bid meeting.
4	Last Date and Time of Submission of Price Bids (Online only)	The Price Bid is to be submitted ONLINE ONLY on https://gmdc.nprocure.com not later than 04/07/2023, 17:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification. A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid.
5	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD (Physical/Hard Copy)	The Technical Bid is to be submitted OFFLINE , preferably after the due date for online submission of price bid but on or before 07/07/2023 up to 16:00 Hrs. by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP at the address provided above (Sl no. 2)
6	Opening of Technical Bid	On 07/07/2023 at 17:00 Hrs IST at GMDC office.
7	Technical presentations and Opening of Price Bids	To be indicated later. GMDC reserves the right to request and consider additional information.
8	Opening of Price Bid	To be indicated later
9	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 300,000 (INR Three 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.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank to GMDC as per the Annexure 13 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through **SFMS**¹ under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.

Relaxation/exemption in terms of submission of EMD is granted to the bidder who is holding valid MSME registration Certificate issued under the MSME Act, 2006 on the date of submission of Tender.

- 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

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

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 **<http://www.gmdcltd.com> and gmdc.nprocure.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 the 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 at and **www.gmdcltd.com** and **gmdc.nprocure.com** if required in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

3.4. Amendment of Bidding Documents

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

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

- a) The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by

the Bidders with the Bid may be in any other language provided that they are accompanied by notarized translations in the English language, duly authenticated and certified by the Bidder.

- b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

4.2. Bid Currency

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

4.3. Format and Signing of Bid

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

4.4. Submission Format & Sealing and Marking of Proposals

- a) The original instruments of the Bid Security of the required value, or information about online payments made 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 Preparation of DPR for three Lignite Projects of GMDC in South Gujarat”.

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

Annexure No.	Particulars
1	Letter of Bid Submissions signed by authorized signatory of Bidder.
2	Bidder’s Organization and Experience. ○ Incorporation Documents: GSTIN certificate, PAN details, Partnership deed OR Incorporation certificate, MOA, AOA,

	<ul style="list-style-type: none"> Documentary evidence(s) for work experience from the client such Relevant portion of Work Order/contract/Client completion certificate. For confidential engagements or work carried out for itself, bidder may submit sanitized details supported by the Auditor of the firm or a registered Chartered Accountant with UDIN to ascertain authenticity.
3	Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR
4	Team Composition and Task Assignments
5	Curriculum Vitae (CV) for Proposed Experts and Support Staff
6	<ul style="list-style-type: none"> Annual Turnover Statement Certificate from firm Auditor or a registered Chartered Accountant specifying Turnover for the showcased three out of last five Financial Years as per clause 5.1 (ii) with UDIN Audited Financial statements for last showcased three out of the last five years as per clause 5.1 (ii)
7	No Blacklisting certificate Affidavit
8	Authorization of signatory in the form of Board Resolution/ or Power of Attorney), as applicable
9	Undertaking for information and document provided are true.
	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 Annexures. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

“RFP for Selection of Technical Consultant for Preparation of DPR for three Lignite Projects of GMDC in South Gujarat” – Technical Bid

- c) **Price Bid** to be filled up as per the online format (guidance format provided in Annexure 10) and submitted ONLINE ONLY at **gmdc.nprocure.com**. Price Bids or any information relating to price submitted in hard copy shall result in rejection of the bid.
- d) All two envelopes specified in sub clauses a) and b) hereinabove shall be placed in outer envelopes and super scribed the followings;

“RFP for Selection of Technical Consultant for Preparation of DPR for three Lignite Projects of GMDC in South Gujarat – 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 Bid online) received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nProcure. The contact details of (n)Procure are as follows:

n)Code Solutions (A Division of GNFC Ltd.)
403, GNFC Info tower, Bodakdev,
Ahmedabad - 380054. India
Sales : 079- 4000 7323
Support : 079- 4000 7300
Email : nprocure@ncode.in

4.7. Modification and Withdrawal of Bids

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

5. BID EVALAUTION CRITERIA

All bids must be considered responsive as described in **clause 6.2 (a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria and obtaining Minimum Qualifying 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 under the relevant legislation of incorporation. Firms can participate in bidding process either as single bidder only and no consortiums are permitted. The Bidders are required to provide Incorporation and Registration Certificate as evidences.
- (ii) The Bidder must have an annual audited revenue of INR 5 (Five) crore from consulting activities averaged for the best 3 years out of last 5 years.
- (iii) The Bidder should have satisfactorily completed at least two DPR/Feasibility Studies for Preparation for Coal/ Lignite projects in last 7 years reckoned from the date of submission of the Technical Bid. The Bidder should provide client work order and completion certificate evidencing the completion of the work.
- (iv) 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 7.

5.2. Technical Score Criteria

The Bids of the Bidders meeting Pre-Qualification criteria shall be consider for assessment of Technical Score evaluated as per Technical Score system provided hereunder. **For items A1, A2 and A3 relevant portion of Work Order/ Contract and some evidence of completion such as Client Completion Certificate / Letter to be submitted. Different projects (with separate Work Orders / Purchase Orders and separate scope) with the same client can be cited as separate projects. Only completed projects considered for A1, A2 and A2.**

Sr No.	Marking Heads	Marks	Sub-Marks
A	Experience of Bidder	45	
1	Experience of having completed full DPR/ Techno-Economic Feasibility Report (TEFR)/ Techno-Economic Assessment Report for Coal or Lignite projects only over last 7 years reckoned from the date of submission of the Technical Bid.	30	5 marks per project. Max 6 projects. Max 30 marks

2	Experience of having completed Feasibility Studies (FS) for Coal or Lignite projects only over last 7 years reckoned from the date of submission of the Technical Bid. Only completed projects considered. Any DPR/TEFR Study experience spilling over from 1 above (if more than 6) too can be considered.	09	3 marks per project Max 3 projects Max 9 marks
3	Experience of having completed Due Diligence/ Mining Projects Evaluation for Coal or Lignite projects only over last 7 years reckoned from the date of submission of the Technical Bid. Only completed projects considered.	06	2 marks per project Max 3 projects Max 6 marks
B	Team	20	Qualification and Marking criteria for Project Team given separately
	Team Leader	6	
	Geological Modelling Expert	4	
	Mine Planning Expert	4	
	Financial Modelling Expert	3	
	R&R and Statutory Compliances Expert	3	
D	Approach and Methodology for Proposed Work	35	
1	Understanding of the key processes, testing requirements and technologies involved in Lignite/Coal mining.	10	
2	Experience pertaining to design and feasibility studies on coal / lignite	10	
3	Given the industry status, best practices and objectives of GMDC, what is the suggested best fit approach and methodology for this DPR	15	
	Total (A+B+C+D)	100	
	Minimum Qualifying Marks	60	

Bidder must Score Minimum Qualifying marks out of total 100 marks in Technical Marking/Score Section specified herein above for being considered in the next stage of Financial/Price Bid Opening. The bids of bidders obtaining lower will be declared disqualified and shall not be evaluated further. The Technical Score assessed above will be used for creating a composite score for both the individual packages.

The Qualification and evaluation criteria for Project Team as specified in **C** of table above is specified below. Relevant Project for the purposes of this section is defined *as* **“DPR/Feasibility study/ Techno-Economic Feasibility Study/Due Diligence / Mining Project Evaluation for Coal or Lignite projects only.** “Further, where applicable certification as Competent Person (CP) for certifying reserve and resource could also carry additional weight, without breaching the total marks under any head.

Position	Minimum Qualification	Marking criteria
Team Leader (6 Marks)	Educational Qualification <ul style="list-style-type: none"> BE / B Tech (Mining) or M. Sc (Geology) 	Relevance of experience: 4 marks <ul style="list-style-type: none"> 2-3 Relevant Projects with leadership role: 2 marks.

	<p>Experience</p> <ul style="list-style-type: none"> Min Experience: 15 Years 	<ul style="list-style-type: none"> 4 or more Relevant Projects with leadership role: 4 marks <p>Length of Total Experience: 2 marks</p> <ul style="list-style-type: none"> 15 years: 1 mark > 20 years: 2 marks
<p>Geological Modelling Expert (4 Marks)</p>	<p>Educational Qualification</p> <ul style="list-style-type: none"> BE / B Tech (Mining) or M. Sc (Geology) <p>Experience</p> <ul style="list-style-type: none"> Min Experience: 10 Years 	<p>Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> Geological Modelling for 2-3 Coal/Lignite Projects: 1 mark Geological Modelling in 4 or more Coal/Lignite Projects: 2 marks <p>Length of Experience: 2 marks</p> <ul style="list-style-type: none"> 10 years: 1 mark > 15 years: 2 marks
<p>Mine Planning Expert (4 Marks)</p>	<p>Educational Qualification</p> <ul style="list-style-type: none"> BE / B Tech (Mining) or M. Sc (Geology) <p>Experience</p> <ul style="list-style-type: none"> Min Experience: 15 Years 	<p>Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> Mine Planning Role in 2-3 Relevant Projects: 1 mark. Mine Planning Role in 4 or more Relevant Projects: 2 marks <p>Length of Experience: 2 marks</p> <ul style="list-style-type: none"> 15 years: 1 mark > 18 years: 2 marks
<p>Financial Modelling Expert (3 Marks)</p>	<p>Educational Qualification</p> <ul style="list-style-type: none"> MBA with finance subjects / CA /CFA/ICWA/Masters in finance <p>Experience</p> <ul style="list-style-type: none"> Min Experience: 10 Years in Financial Modelling/Project Appraisal/Evaluation etc. 	<p>Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> Financial Modelling for 2-3 Mining Projects: 1 mark. Financial Modelling for 4 or more Mining Projects: 2 marks <p>Length of Experience: 1 mark</p> <ul style="list-style-type: none"> > 15 years: 1 mark
<p>R&R and Statutory Compliance Expert (3 Marks)</p>	<p>Educational Qualification</p> <ul style="list-style-type: none"> Relevant Qualifications such as BE (Env.), MSW, MA (Sociology), LLB etc. <p>Experience</p> <ul style="list-style-type: none"> Min Experience: 15 Years 	<p>Relevance of experience: 3 marks</p> <ul style="list-style-type: none"> Relevant Experience (R & R/ SIA as per RFCTLARR Act, 2013/ Statutory approvals and compliances etc.) for 2-3 mining projects: 1 mark Relevant Experience as above for 4 or more mining projects: 2 marks Additional Length, Intensity and quality of experience : 3 marks

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

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

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

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

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

5.4. Evaluation of Price Bid and Financial Score

- (i) The Bidder shall be required to quote Lumpsum “**Consulting Fees**” (Fees exclusive of GST but inclusive of all other taxes, costs and expenses for executing the Scope/TOR as per the reference Price Bid format provided in Annexure 10.
- (ii) The Price Bid of only Technically qualified Bidders (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum qualifying marks in the Technical score system as specified in clauses 6.2, 5.1 and 5.2 respectively) shall be opened.
- (iii) The Price Bids for all three South Gujarat Projects shall be opened. The Financial Score of each bidder based on its Consulting Fees for all three projects (Sum Total of quoted Consulting Fees for all three Projects) shall be evaluated as follows:

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

Where;

FiL is the L1 (Lowest Bidder)’s Consulting Fees for all three Projects together.

FIC is the Consulting Fees quoted by Bidder for all three Projects together.

Bidder scoring Lowest charges shall be given 100 marks and other bidders shall be given marks proportionately as per the formula above.

5.5. Composite Score

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

$$\text{Composite Score (CS)} = \text{Technical Score (TeS)} * 0.70 + \text{Financial Score (Fis)} * 0.30$$

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

- (ii) The Bidder obtaining the Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of GMDC, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.
- (iii) In the event of any preferred bidders withdrawing or disqualifying for any reason, the respective Rank lists for the two packages shall be used to arrive at the next Preferred Bidder.

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 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 Online submission of Price Bid are made within specified timeline including any extension thereof pursuant hereto;
 - (iv) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - (v) It does not contain any conditionality; and
 - (vi) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

b) *Assessment of Pre-Qualification Criteria*

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

c) *Determination of Technical Score*

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of ITB.
- 2) Responsive and Pre-Qualified Bidders may be called to make multi-media presentation on "Approach and Methodology" by GMDC at its sole discretion.
- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum Qualifying **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 online only as per the format specified in Annexure 10 to this RFP 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 7 (seven) 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 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 **3% (Five 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.
 - b) An irrevocable Bank Guarantee (the “**Bank Guarantee**”), from Approved Bank to GMDC as per the Annexure 13 in the format prescribed in the bid documents. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS² under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.
- (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.
- (i) 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

²Structured Finance Messaging System (SFMS) is a RBI mandated Bank Guarantee Messaging System.

replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.

- (ii) 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 for Consulting Fees in Price Bid Annexure 10 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except GST which shall be reimbursed in addition to the Consulting Fees at the prevailing rate. Decision of GMDC with regard to any dispute regarding applicability of the rate of GST shall be binding.
- (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 Fees ONLINE ONLY as per guidance Price Bid format provided in Annexure 10 for execution of TOR specified in section II in INR.
- b) The total Consultancy Fees quoted by Bidders shall be inclusive of all applicable taxes. Further, the risk of applicability of any other taxes, duties and levies 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.

2. PAYMENT TERMS

a) Invoicing and Payment Milestones

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

No.	Milestone	Max Time for Completion	Payment as % of Fees
1	LOA	T	-
2	Signing of Agreement	T + 7 days	-
3	Commencement of Work	T + 14 days	-
4	Submission of Project Assumptions relating to Geology, Mine Design and Mine Planning Parameters, Project Constrains and Financial Modelling	1 month from Commencement	20%
5	Submission of Draft Report	5 month from Commencement	40%
6	Submission of Final Report (after incorporating GMDC comments and observations)	6 month from Commencement	30%
7	Presentation to GMDC Board	End of quarter	10%

- (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) as soon as possible 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. GMDC shall be entitled to deduct tax at source (TDS) as applicable. TDS certificate(s) shall be provided.

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) 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 "**RFP for Selection of Technical Consultant for Preparation of DPR for three Lignite Projects of GMDC in South Gujarat** 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 Preparation of DPR for _____** 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 Ltd [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 2.4
- g. **"Day"** means calendar day.
- h. **"Dispute"** shall have a meaning specified in clause 9.1
- i. **"Effective Date"** shall have meaning specified in clause 2.1 .
- j. **"Force Majeure"** shall have a meaning specified in clause 2.7.1
- k. **"Insurance"** shall have a meaning specified in clause 3.1.1
- l. **"Local Currency"** means Indian Rupees.
- m. **"Party"** means the "Authority" or the Consultant, as the case may be, and **"Parties"** means both of them.
- n. **"Team Leader"** shall have a meaning specified in clause 4.5
- o. **"Performance Security"** shall have a meaning specified in clause 7.1

- p. **“Personnel”** means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof;
- q. **“Services”/ “Scope of Services/Terms of Reference (TOR)”** means the work to be performed by the Consultant pursuant to this Contract, as described in Schedule 1;
- r. **“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.
- s. **“Terms of Reference” (“TOR”)** are the description of scope of Service to be performed by the Consultant. Detailed TOR is specified in Section II of RFP ;
- t. **“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 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).

2nd Floor, Wing 'A'

Gujarat Mineral Development Corporation Ltd, Ahmedabad

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

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. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

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

2.2. Commencement of Services

The Consultant shall commence the Services within a Period of 14 (Fourteen) days from the date of LOA, unless until agreed by Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks' notice to the 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.

2.4. Expiration of Agreement

- a) This Agreement shall remain in force for the period required for completion of the Assignment as per the terms of the RFP and includes any time extension provided thereof.
- b) The Consultant shall be required to complete the scope specified Schedule 1 unless terminated earlier pursuant to clauses 2.3 and 2.8 hereof or extended hereof pursuant to sub clause c) hereunder.
- c) As its sole discretion, GMDC may extend Contract Period if TOR is incomplete/not executed on time or on occurrence of Force Majeure Events or occurrence of undeniable events.

2.5. Entire Agreement

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the 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 2.5(a), on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

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

2.7. Force Majeure

2.7.1. Definition

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

2.7.2. No Breach of Agreement

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

2.7.3. Measures to be taken

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

2.7.4. Extension of Time

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

2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for payment due upto the Services Delivered as per Work Completion Milestone specified in Schedule 2.

2.7.6. 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.

2.7.7. 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.

2.8. Termination of Agreement

2.8.1. Termination by Authority

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

- a) If 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 2.7.7 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- c) the 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) 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
- f) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- g) 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;

- h) 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;
- i) 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

2.8.2. 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 2.8.2, 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 9 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 9 hereof.

2.8.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.1.7 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.3, 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

2.8.4. . Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the 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 3.7 or 3.9 hereof.

2.8.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, GMDC shall make the payments to the Consultant as per provision set forth in Schedule 2 hereof for Services performed prior to the date of termination. Provided that in case of incomplete milestone during such Termination, the payment for such incomplete milestone shall be made on pro rata basis.

2.8.6. Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. 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

3.1.2. Terms of Reference

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

3.1.3. 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.

3.1.4. Conflict of Interest

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

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

The remuneration of the Consultants pursuant to Payment Terms specified in SECTION IV of RFP 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.

3.1.6. 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/GMDC's information.

3.1.7. 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").

3.2. Liability of the Consultant

3.2.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws

and the provisions hereof.

3.2.2. The Consultant shall, subject to the limitation specified in Clause 3.2.3, be liable to GMDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.2.3. 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 3.10 (ii).

3.3. Accounting, Inspection and Auditing

(i) The Consultants shall keep accurate and systematic accounts and records of the work performed by it under this 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.

3.4. 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 provision of RFP.

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

3.5. Reporting Obligations

The Consultants shall submit to GMDC the reports and documents specified in TOR specified in Schedule 1, within the time periods set forth in the said Clause. Additionally, the Consultant shall also submit monthly progress report.

3.6. 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.

3.7. 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.

3.8. 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 **Error! Reference source not found.**, 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 main task as per the Scope of Work/TOR. This will include perusal, if so, required of contracts entered into by GMDC with its vendors and partners.

3.9. 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 (the "Insurance"). At the Authority's request, the Consultant shall provide evidences of insurance covers or a certificate of all insurances maintained on request of Authority.
- (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.

3.10. 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.

4. CONSULTANT'S PERSONNEL

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as specified in clause 5.2 (i.e Technical Marking System) of Section III of RFP /Schedule 3 of this Agreement and as may be required to carry out the Services.

4.2. Deployment of Personnel

- a) The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Technical Marking System of this RFP which is listed in Schedule 3.
- b) The Key Personnel listed in Schedule 3 of the Agreement are hereby approved by GMDC.
- c) The list of Team /Key Personnel provided in the Schedule 3 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 4.2 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 5 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.

4.3. Substitution of Personnel

GMDC expects all the Key Personnel named by the Consultant in its bid 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 through a written approval.

4.4. Working hours, Overtime, Leave etc.

Any Personnel not available for a period exceeding 15 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.

4.5. 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.
- 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 RFP.

4.6. 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.

5. OBLIGATIONS OF GMDC

5.1. Assistance in clearance

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

- a) provide the 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.

5.2. 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 6 of this Agreement.

5.3. Documents and Other Support

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

- a) All study Reports and Documents 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 required at the cost of the Consultant

6. PAYMENT TO THE CONSULTANT

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

7. LIQUIDATED DAMAGES AND PENALTY

7.1. Performance Security

- (a) For securing the due and faithful performance of the obligations of the 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 **Rs. ____/-** drawn in favour of “_____” from _____ Bank in the form of Bank Guarantee/DD and valid till ____ and admissible and payable at Ahmedabad branch , the receipt & veracity of which, is hereby acknowledged by GMDC (the “Performance Security”).
- (b) The 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 the Contract Period is extended then the Consultant shall have to renew Performance Security for a period of extended Contract Period.
- (c) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - (i) In the event GMDC requires to recover any sum due and payable to it by the Consultant including but not limited to Damages; and which the Consultant has failed to pay in relation thereof; and
 - (ii) In the event of the Consultant’s breach and if such breach is not cured with the remedial period as per the terms of the Agreement.
 - (iii) 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.

7.2. Liquidated Damages

7.2.1. Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the 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.

7.2.2. 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.

7.2.3. Encashment and appropriation of Performance Security

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

7.2.4. In order to be able to perform the Services within the agreed timeframe and budget and to fulfil its responsibilities on a timely basis, 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.

7.3. Penalty for Deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the 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.

8. FARENESS AND GOOD FAITH

8.1. Good Faith

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

8.2. Operation of Agreement

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

9. DISPUTE RESOLUTION

9.1. Amicable Solution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and 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 Authority 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.

9.2. Arbitration

(a) Arbitrators

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

(b)Place of Arbitration

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

(c) Procedure

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

(d)Enforcement of Award

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

(e)Fees and Expenses

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

9.3. Performance during Dispute Resolution

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

SECTION VI: ANNEXURE

Annexure 1: Letter of Bid Submission

{On the letterhead of the Bidder }

Dated:

To

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

Subject: Submission of Bid for RFP for Selection of Technical Consultant for Preparation of DPR for three Lignite Projects of GMDC in South Gujarat.

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**

Online Only submission of

- (iii) **Price Bid as per the Price Bid format provided in Annexure 10 of the RFP along with basic details as may be required on bidding platform n**

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 Bidder)

Address:

Annexure 2: Bidder's Organization and Experience

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; Incorporation document, India GSTIN certificate, PAN details **OR** Partnership deed, GSTIN registration, PAN details **OR** Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]

B - Bidder's Experience

[Using the format below, provide information on Assignment/job for which your firm worked for carrying out Assignment/job similar to the ones specified in Technical Marking system set forth in the RFP (ideally the Bidder shall specify exact assignment / job for which experience details may be submitted)

Name of Employer:	
Details of Employer/Client	
Client Address:	
Project Location with 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:	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultants, if any:	
Approx No of professional staff-months provided by associated Consultants:	
Name of senior professional staff of your firm involved and functions performed	

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.

Annexure 3: Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR

Brief 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 parts:

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

a) **Approach and Methodology**

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

- b) **Work Plan:** In this part, 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 soft and hard submittals to be delivered as final output, should be included here.
- c) **Organization and Personnel:** In this chapter, the Bidder should describe 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 4: Team Composition and Task Assignments

(Credential of Staff position as specified in Technical Score criteria (2nd table of clause 5.2 of ITB)

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

Annexure 5 : Curriculum Vitae (CV) for Proposed Experts and Support Staff

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

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

From [Year]: To [Year]:

Employer:

Positions held:

Sector:

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

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

- (i) Name of Assignment/job or project:
- (ii) Year:
- (iii) Location:
- (iv) Employer:
- (v) Main project features:

- (vi) Positions held:
- (vii) Activities performed:
- (viii) Sector:

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

15. Certification:

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

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

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

Annexure 6: Annual Turnover statement

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

I hereby declare that I have reviewed the audited financial statement of M/s_____. Following is the audited turnover from consulting assignments for the last three years.

Years	Turnover
Average	

Notes:

- (i) Latest available annual audited statements.
- (ii) For bidding firms which are departments of larger mining companies and who are working for in-company clients, proxies can be used in terms of departmental expenditure or transfer pricing revenues if calculated. Any such calculations should be certified by a CA and accompanied by notes on how it is calculated.

(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 / equivalent confirming that the revenue is more than the given threshold provided in clause 5.1(iii).]

Annexure 7: No Blacklisting Certificate

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

No-Blacklisting Affidavit

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

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

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 8: Format of power of attorney for authorizing Bidder's Signatory

(Alternatively, the Board Resolution authorising the Signatory can be provided)

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 9: Undertaking

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

Dated this _____ day of _____ 202_.

Signature
(Company Seal)

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

Signed by
Authorized Signatory with designation

Annexure 10: Reference Price Bid

(To be submitted ONLINE ONLY on <https://gmdc.nprocure.com>.
This format is only for reference)

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 Preparation of DPR for three Lignite Projects of GMDC in South Gujarat.

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:

No.	Total Consulting Fees for Preparation of DPR for three Lignite Projects of GMDC in South Gujarat	Consulting Fees in INR
1	Damlai	
2	EFG (Valia)	
3	Ghala	
	Total Price/ Total Consultancy Fees	

Notes:

- The Bidders shall be required to quote total Consultancy Fees for execution of TOR specified in section II. While Consulting Fees for DPR work relating to each Project has to be quoted separately, only the Total Price/ **Total Consultancy Fees** shall be taken into account for calculation of Financial Score as per Section 5.4.
- The total Consultancy Fees quoted by Bidders shall be inclusive of all applicable taxes, except GST. GST at applicable rates shall be payable extra above the Consulting Fees. Further, the risk of applicability of any other taxes, duties and levies shall be borne by the Consultant.
- The total Consultancy Fees quoted by Bidders represent remuneration of Bidder's staff, travel expenses, dine, hotel stay, office rents, conveyance, testing cost, process costs, material consumption, sampling, Cost towards transportation of samples to designated locations if required, insurance, labour and taxes as specified in subpoint b) hereinabove.
- Payment shall be made as per the Payment terms specified in Section IV of the RFP.

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

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.***

Annexure 11: Format for Bank Guarantee towards Bid security/Earnest Money Deposit for Bidders submitting EMD in Bank Guarantee format

(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 Request for Proposal (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 fulfilment 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 12: 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.....2023

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 fulfilment 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 be 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 _____
- (V) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____(Name of the Bank)

Annexure 13: 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 for the list of Approved Banks as follows.

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

Government of Gujarat

Finance Department

GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

Read: FD GR. No.: EMD/4/2022/0002/DMO Dt. 20/05/2022

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above read resolutions of this department dated 20/05/2022.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards / Corporations / PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

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


(S. Chhakhhuak)

Additional Secretary (Budget)

Finance Department

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

(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, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalupur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

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


(S. Chhakchhuak)

Additional Secretary (Budget)

Finance Department

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


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

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Annexure 14: Project Information

Project Information – Damlai Lignite Block, South Gujarat

Particulars	Details
Block Area	1407 Ha Government Land – 390 Ha Gaucher Land- 111 Ha Private Land – 906 Ha
Bounded by Latitudes	21° 39' 41.259" N - 21° 45' 2.7364" N
Bounded by Longitudes	73° 12' 12.060" E - 73° 14' 7.110" E
Rated Capacity	2 MTPA
Communication and Accessibility	<p>The area is accessible from district headquarter Bharuch city by good stratum road and is at distance of around 30 km from the block.</p> <p>Gujarat State Highway 163 is at the east, SH 13 is at the south, SH 165 at the west & SH 64 at the north of the block.</p> <p>Bharuch railway station (around 30 km, via SH 165) & Ankleshwar railway station (around 30 km, via SH 165 & NH 48) are the nearest railway stations.</p> <p>Surat International Airport (around 103 km, via NH 48), Vadodara Domestic Airport are (around 116 km, via NH 48) and Ahmedabad International Airport (around 229 km, via NH 48) are the nearby airports.</p>
Geological Resources	76.52 MT
Extractable Reserve	32.05 MT
Average Stripping Ratio	16.02 m ³ /tonne
Life of Mine	21 years
Number of lignite seams	4
Average GCV in Kcal/kg	2793

EFG (Valia) Lignite Block, South Gujarat

Particulars	Details
Block Area	3015 Ha Government Land – 288.81 Ha Private Land – 2576.04 Ha Gauchar Land- 151.17 Ha
Bounded by Latitudes	21° 31' 06" N - 21° 35' 52" N
Bounded by Longitudes	73° 11' 15" E - 73° 15' 31" E
Rated Capacity	5.0 MTPA

Communication and Accessibility	<p>The area is accessible from district headquarter Bharuch city by good stratum road and is at distance of around 30 km from the block.</p> <p>Gujarat State Highway 163 is at the east, SH 13 is at the south, SH 165 at the west & SH 64 at the north of the block.</p> <p>Bharuch railway station (around 30 km, via SH 165) & Ankleshwar railway station (around 30 km, via SH 165 & NH 48) are the nearest railway stations.</p> <p>Surat International Airport (around 103 km, via NH 48), Vadodara Domestic Airport are (around 116 km, via NH 48) and Ahmedabad International Airport (around 229 km, via NH 48) are the nearby airports.</p>
Geological Reserve Lignite	458.38 MT
Extractable Reserves	176.0 MT of Lignite (Upto 150 m Depth)
Average Stripping Ratio	6.67 m ³ /tonne
Life of Mine	38 years
Number of lignite seams	7
Average GCV in Kcal/kg	2700

Ghala Lignite Block, South Gujarat

Particulars	Details
Block Area	1600 Ha Government Land – 114 Ha Gaucher Land- 102 Ha Private Land – 1384 Ha
Bounded by Latitudes	21° 20' 30.8046"N - 21° 17' 42.5621"N
Bounded by Longitudes	73° 03' 22.1880"E - 73° 04' 17.8540"E
Rated Capacity	1 MTPA
Communication and Accessibility	<p>The area investigated is bounded by village Tadkeshwar at north, village Baudhan at east, river Tapi at south & village Rosvad at west. The area is accessible from Surat city by State Highway 65 & 165 & National Highway 48.</p> <p>Velachha railway station belonging to Western Railway (around 18 km) is the nearest one & Surat International Airport (around 60 km) and Ankleshwar Airport are (around 50 km) the nearby airports. Kudsad railway station (around 30 km), Sayan railway station (around 34 km), Kim railway station (around 25 km) and Gothangam railway (around 23 km) station, all of which are also parts of Western Railway, are also nearby among which Kudsad railway station, Sayan railway station and Kim railway station connects Ghala with Surat and all the major cities of the State & Country.</p>

	Magdalla Port (around 60 km) and a number of ports in and around Hazira (around 65 km) are the ports in the near vicinity of the Ghala Lignite Block.
Geological Resources	25.78 MT
Extractable Reserve	17.48 MT
Average Stripping Ratio	13.80 m ³ /tonne
Life of Mine	19 years
Number of lignite seams	4
Average GCV in Kcal/kg	4580

Annexure 15: Status of Data and Reports

Data / Reports	DAMLAI	EFG (VALIA)	GHALA
Geological Report	A	A	A
Level of Exploration Lignite	G1&G2	G2	G1
3D Resource Model	A	TBD	A
Model software	MINEX	NA	MINEX
Hydrogeological Study	A	A	A
Topography data	A	A	A
Mining Plan	UP	UP	UP
Slope Stability/ Geotechnical Study	UP	UP	UP
EIA/EMP	TBD	TBD	TBD

Abbreviations

- A: Available
- UP: Under Preparation
- TBD: To be Done by GMDC
- NA: Not Applicable