

Request for Proposal for

Operations & Maintenance of Kadipani Fluorspar Beneficiation Plant and Mine at Ambadungar Mines, Chhota Udepur District, Gujarat



RFP No. GMDC/Tech-2/02/2023-24

November 2023

**Gujarat Mineral Development Corporation Limited
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Disclaimer

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Operations & Maintenance (O&M) Operators interested for assisting GMDC in Operations and Maintenance of its Fluorspar Manufacturing Unit and Fluorspar Mines in Gujarat. GMDC intends to select the O&M Operator through this competitive bidding process.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or 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).

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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.

Table of Contents

Disclaimer.....	2
SECTION I: BACKGROUND	6
Brief Description of the Project.....	7
SECTION II: SCOPE OF WORK/ROLES AND RESPONSIBILITIES	9
1. SCOPE OF WORK.....	9
1.1. Mining at Ambadungar Mines	9
1.2. Transportation of blended Ore of required quality to Plant	12
1.3. Plant Operations & Maintenance	13
2. ROLES AND RESPONSIBILITIES	17
2.1 For Mining.....	17
2.2 For Transportation	18
2.3 For Beneficiation Plant.....	19
3. GMDC’S RIGHTS TO EXCLUDE MINING /TRANSPORTATION SCOPE	24
SECTION III: PERFORMANCE EVALUATION MECHANISM.....	25
1. Trial Operation Period	25
2. Indicative Guiding Principles to setup performance monitoring parameters for mining operation. 25	
3. Indicative Guiding Principles to setup performance monitoring parameters for Ore transportation to the Plant.....	26
4. Indicative Guiding Principles to set performance monitoring parameters for Plant operation.....	27
SECTION IV: INSTRUCTIONS TO BIDDERS	30
1. INTRODUCTION	30
1.1. Bidding Process	30
1.2. Due Diligence	30
1.3. Acknowledgement by Bidder	30
1.4. Cost of Bidding.....	31
1.5. RFP Fee	31
1.6. Schedule of Bidding	31
2. GENERAL.....	33
2.1. Bid Validity.....	33
2.2. Numbers of Bids by Bidder	33
2.3. Governing Law and Jurisdiction	34
2.4. Authority’s Right to Accept and Reject any Bids or all Bids.	34
2.5. Earnest Money Deposit (EMD)/Bid Security.....	34
3. DOCUMENTS AND PRE-BID CONFERENCE.....	36
3.1. Content of RFP	36
3.2. Clarification to RFP Documents	36
3.3. Pre-Bid Meeting	36
3.4. Amendment of Bidding Documents	37
4. PREPARATION AND SUBMISSION OF BIDS	37
4.1. Language of Bid.....	37
4.2. Bid Currency.....	37
4.3. Format and Signing of Bid.....	37
4.4. Submission Format & Sealing and Marking of Proposals	38
4.5. Bid Due Date	39
4.6. Late Submission	40
4.7. Modification and Withdrawal of Bids	40
5. BID EVALUATION CRITERIA.....	40
5.1. Pre-Qualification Criteria	41
5.2. Technical Score Criteria	41
5.3. Credit from Parent / Subsidiary / Sister Concern for meeting the Pre-Qualification and Technical Score criteria	44
5.4. Evaluation of Price Bid and Financial Score	45
5.5. Composite Score	45
6. EVALUATION PROCESS	46
6.1. Opening of Technical Bid	46

6.2.	Evaluation of Technical Bid	46
6.3.	Opening of Price Bid and Financial Score	47
6.4.	Composite Score	48
6.5.	Clarification of Bids and Request for additional/missing information.....	48
6.6.	Verification and Disqualification.....	48
6.7.	Contacts during Bid Evaluation	49
6.8.	Correspondence with Bidder	49
6.9.	Confidentiality	49
7.	SELECTION OF O&M OPERATOR AND SIGNING OF AGREEMENT.....	50
7.1.	Notification of Award.....	50
7.2.	Signing of Agreement	50
7.3.	Performance Security	51
7.4.	Commencement of Work/Assignment	52
7.5.	Proprietary Data	52
7.6.	Tax Liability	52
8.	FRAUD AND CORRUPT PRACTICES.....	52
9.	CONFLICT OF INTEREST.....	54
10.	MISCELLANEOUS.....	55
	SECTION V: O&M FEES AND PAYMENT TERMS	57
1.	O&M FEES.....	57
2.	PAYMENT TERMS.....	60
3.	DOCUMENTS TO BE SUBMITTED ALONGSIDE MONTHLY RUNNING ACCOUNT(R.A.) BILL.....	62
4.	INDEXATION	63
	SECTION VI: CONTRACT TERMS AND CONDITIONS.....	65
1.	GENERAL.....	66
2.	HANDOVER, COMMENCEMENT OF WORK AND CONTRACT PERIOD	70
3.	OBLIGATIONS OF THE O&M OPERATOR	72
4.	O&M OPERATOR'S PERSONNEL AND SUBCONTRACTING	77
5.	FORCE MAJEURE.....	78
6.	SUSPENSION OF AGREEMENT	83
7.	OBLIGATIONS OF GMDC	83
8.	PAYMENT TO THE O&M OPERATOR	84
9.	LIQUIDATED DAMAGES AND PENALTY	84
10.	EVENT OF DEFAULT AND TERMINATION	86
11.	DISPUTE RESOLUTION.....	90
12.	FAIRNESS AND GOOD FAITH	91
13.	TAKEOVER	92
14.	MISCELLANEOUS.....	92
	Annexure 1: Letter of Bid Submission	93
	Annexure 2: Bidder's Organization and Experience	94
	Annexure 3:Comments and Suggestions on the Scope of Work and Facilities to be provided by Authority.....	95
	Annexure 4: Description of Approach, Methodology and Work Plan for Performing the Assignment.....	96
	Annexure 5: Team Composition and Task Assignments.....	97
	Annexure 6 : Curriculum Vitae (CV) for Proposed Experts and Support Staff	98
	Annexure 7: Annual Revenue statement	100
	Annexure 8: No Blacklisting certificate	101
	Annexure 9: Format of power of attorney for authorizing Bidder's Signatory	102
	Annexure 10: Undertaking.....	103
	Annexure 11: Plant Annexure.....	104
	Annexure 12: Manpower Annexure	105
	Annexure 13: Indicative Format of Price Bid	106

Annexure 14: Format for Bank Guarantee for towards Bid security/Earnest Money Deposit.....	110
Annexure 15: Format for Bank Guarantee for Performance Security.....	113
Annexure 16: List of Approved Banks to GMDC for EMD and Performance Security if Bidder intends to submit Bank Guarantee.....	116

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd. (GMDC), a Government of Gujarat Company, is a pioneer institution in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in and outside Gujarat. GMDC's mining activities are spread over in various districts of the state including Kutch, Jamnagar, Bhavnagar, Chhota Udepur, Baroda, Surat and Banaskantha. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica Sand and Manganese. GMDC has also set up a 250 MW Lignite based thermal power station at Nani-chher in Kutch, wind power of 200.9 MW at Maliya, Jodiya, Godsar, Bada, Varvala, Bhanvad, Rojmal and solar power plant of 5 MW at Panandhro Project. GMDC is operating Lignite mines at Mata-No-Madh and Umarsar in Kutch, Rajpardi in Chhota Udepur district, Tadkeshwar in Surat district and Surkha (N) in Bhavnagar district. In addition, GMDC has won two coal blocks in Odisha with a combined capacity of 21 MTPA in the coal block auction.

Fluorspar, or fluorite, is a mineral with significant importance in India due to its versatile industrial applications. Primarily, it serves as a crucial flux in the metallurgical sector. In aluminium and steel manufacturing, fluorspar is added to lower the melting point of raw materials, reducing energy consumption and enhancing process efficiency. This not only results in cost savings but also supports India's burgeoning infrastructure and manufacturing industries, contributing to economic growth.

Furthermore, fluorspar is a vital component in the chemical industry, as it is used to produce hydrofluoric acid, a fundamental chemical compound for various processes and products. Its role extends to ceramics and glass manufacturing, where it enhances the quality and properties of the final products. With India's rapid industrialization and infrastructure development, fluorspar continues to be a strategic resource, bolstering the nation's industrial and economic prowess while meeting the demands of multiple key sectors.

GMDC has been operating Fluorspar mining and beneficiation at Gujarat's only fluorspar mining facility at Kadipani, Chhota Udepur district since the seventies. After a break of a few years, GMDC has now rehabilitated and refurbished the Kadipani beneficiation plant, with plans to resume both mining and beneficiation operations. This initiative not only supports Gujarat's industrial growth but also reinforces India's fluorspar production capabilities to meet the needs of diverse sectors.

Further to this, GMDC is actively seeking an experienced Operations and Maintenance Operator for its fluorspar project. The project encompasses two critical components: (i) The resumption of fluorspar mining operations at Ambadungar Mines and (ii) Comprehensive operations and maintenance responsibilities for the beneficiation plant, which involves transforming raw fluorspar ore into Acidspars and Metspars. Furthermore, the O&M Operator will be tasked with efficiently transporting mined materials from Ambadungar Mine to the Kadipani plant.

Given the critical importance of these operations, GMDC is committed to maintaining the highest quality standards throughout the mining and beneficiation processes. GMDC is extending an invitation to nationally renowned Operations and Maintenance Operators with

a proven track record in the mineral beneficiation to bid for this work. Detailed information regarding Ambadungar Mines and the Kadipani Beneficiation unit is provided in various annexure for reference.

Brief Description of the Project

GMDC is revamping its Fluorspar plant, which is work in progress and shall be completed shortly by the end of October'2023. The unit is situated at Village: Kadipani Tal: Kawant, Dist: Chhota Udepur. Fluorspar operations comprises of mining of fluorspar in Ambadungar mine and transporting the ore to the Beneficiation plant at Kadipani where it will be processed. In this respect, GMDC intends to onboard an O&M Contractor who shall undertake (i) Mining Operation for fluorspar (ii) Transportation of blended Ore of required quality to Plant and (ii) O&M of fluorspar beneficiation operations by using the ore as input feeds to the plant.

The Ambadungar Fluorspar mine is located at a distance of 6 Km from Kadipani Beneficiation plant. Details of Ambadungar Fluorspar Mine and Beneficiation Plant are specified below table-1.

Table-1 Description of Fluorspar Mine and Beneficiation Plant:

S. No.	Ambadungar Mine	Description
1	Total Lease Area	63.2 Ha.
2	Reserve	Approx. 5 million Tons
3	Annual Capacity Mine & Plant	150000 Tons per annum
4	Mining Activities & facilities	Drilling & Blasting, Excavation, Ore transportation to Plant, Pit-Dewatering, Blending, workshop
	Beneficiation Plant, Kadipani	
5.	Crushing & Grinding	Crushers, belt Conveyors, Screens, Ball Mill & auxiliaries
6.	Froth Flotation, Reagents preparations	Flotation cells, Pumps and auxiliaries
7.	Dewatering Product (Acidspar & Metspar)	Thickeners, Disc filters, dryers, Bagging plant, Product shed and auxiliaries
8.	Tailing Handling & Storage	Thickener, ETP, TSF and auxiliaries
9.	Other Facilities	Plant Spares & Reagents Stores, Central workshop product sheds and HFO storage.

The beneficiation plant is divided into four sections as below. The plant capacity of Ore treatment is 500TPD.

- Crushing & Grinding
- Flotation & Reagent handling and Preparation
- Dewatering product (Bagging plant & Product storage included)
- Dewatering tailing & tailing handling and storage

Battery limit for plant is beginning from Crusher ROM pad to tailing storage facility (TSF included). As per statutory norms tailing must be preserved without any loss or spillage,

therefore tailing disposal pipelines in plant premises, to TSF must be adequately maintained to prevent any spillage. Clear Water shall have to be reclaimed back from TSF for plant operation.

SECTION II: SCOPE OF WORK/ROLES AND RESPONSIBILITIES

The detailed Scope of Work for the O&M Operator is specified below. The O&M Operations are divided into three tasks as following:-

- Task 1: Mining at Ambadungar Mines
- Task 2: Transportation of Ore from the Mine to Beneficiation Plant
- Task 3: Operations and Maintenance of Kadipani Beneficiation Plant

1. SCOPE OF WORK

1.1. Mining at Ambadungar Mines

1. The O&M Operator is required to carry out the mining operations while adhering to the mining plan provided by GMDC. The mining plan will be provided by GMDC after successful perusal of the prospect by concerned GMDC authorities post the signing of the Non-Disclosure Agreement (NDA).
2. The O&M Operator will be required to excavate, blend and dispatch 500 MT of ROM (Run of Mines) on a daily basis to ensure constant feed to the beneficiation plant.
3. The quantity of work handled will be determined by standard survey methods by GMDC surveyor in the presence of both parties, and weighment at Kadipani weighbridge will be final.
4. The removal of water from mines, drilling, blasting and development of benches, and preparation of approach road and haulage road will be done by the O&M Operator according to the Mining Plan under the directives of GMDC.
5. All roads/approaches required to be made for mining pit development will be as directed by the GMDC based on the mine plan.
6. The O&M Operator shall ensure that the Ore does not get mixed up with waste during the excavation process.
7. The O&M Operator will ensure that the waste and the ore get unloaded at points as assigned by GMDC.
8. The maintenance of dumps, planned ore stacks and mine roads including dust suppression shall be carried out regularly by the O&M Operator and as per the directives of GMDC.

9. Ensuring support for drilling and blasting as required by the GMDC from time to time; providing additional manpower as and when required to be arranged by the O&M Operator at its expense.
10. The O&M Operator shall ensure that the stripping ratio of 1:2.5 (Ore:OB) is maintained for first two years. Thereafter, for the next two years (Year 3 & Year 4), a stripping ratio of 1:5 (Ore: OB) should be maintained. The mandatory stripping ratio is subject to amendment after due consideration of relevant factors in consultation with the O&M Operator.
11. The O&M Operator shall carry out water sprinkling for dust suppression on roads, dump stacks, HEMM deployed areas within the working area of mine. All equipment required for the same are to be deployed by the O&M Operator.
12. All the required permits and compliances are to be maintained by the O&M Operator. The O&M Operator shall comply with the Indian Electricity Act, Motor Vehicles Act, Indian Explosives Act etc. and the Rules & Regulations and all applicable laws & the orders made there under. Any amendments made to the applicable laws shall be considered enforced by default and will have to be adhered to by the O&M Operator.
13. The O&M Operator shall move the ore from the mine face to the blending Ore stack, levelling, stacking, loading, and unloading at plant crusher hopper area with the correct weighing and record-keeping, as well as using their own matched fleet of equipment and people. Before feeding the ore to the plant, the GMDC geologist will conduct an analysis of the ore to ensure correct blending and grade assessment. The O&M Operator must offer the necessary manpower for the task. The procedure followed shall adhere to norms/guidelines.
14. The Safety Personal Protective Equipment for manpower deployed by O&M Operator shall be arranged by the O&M Operator in compliance to the DGMS standards. Herein, GMDC will provide all the necessary Safety Personal Protective Equipment to GMDC's Staff which may be deployed for supervision work. However, the failure of GMDC to provide any safety equipment or any other support shall not constitute a reason for Operator to be absolved of its responsibility for safety.
15. For stoppage of handling by competent authorities due to non-compliance of laws by the O&M Operator, GMDC shall levy penalty for such closure after taking the facts and circumstances into consideration; this penalty amount shall be deducted from bills of the O&M Operator.
16. The O&M Operator will deploy adequate skilled mining staff as well as required unskilled manpower from the date of takeover up to the completion of the term of

agreement so as to comply with mining plan and production requirements. GMDC team shall be supervising the whole mining operations.

17. The O&M Operator's supervisors or authorized representatives shall be present at the place of mining, excavation, dumping & blending area for recording the activities thereof and ensure safety at mines as per statutory provisions while cooperating with GMDC Personnel. All directives from GMDC staff shall be followed.
18. The mining operations shall commence once GMDC gives the directives to do so, keeping in consideration the ore already stacked up at the mines which needs to be exhausted first.
19. The O&M Operator will be required to carry out all the loading, unloading, blending, stacking operations, etc. as part of mining operations.
20. The blending will be done as per the blending plan provided by GMDC and will be done under the supervision of the mining manager/ geologist.
21. The O&M Operator shall ensure that the ROM should be blended to a ratio such that the content of CaF₂ in the blended ore is between 20% to 25%, failing which the O&M Operator shall be subject to recovery of damages based on monthly reconciliation.
22. All necessary equipment required for mining operations shall be deployed by the O&M Operator. The maintenance, fuel, consumables, and all other overhead charges shall be borne by them.
23. All tools and tackles, spares and other incidental equipment and material required for efficient mining operations must be arranged by the O&M Operator.
24. GMDC shall bear the cost of electricity and water supply, wherein the O&M Operator will have to bear any additional cost which may incur as a result of extending the supply of electricity and water to the required site.
25. The O&M Operator will follow all the guidelines and directives issued by GMDC with respect to mine operations, safety, security and access, environmental and social impacts.
26. The O&M operator must get issued a labor license covering all types of labor that it may source and comply with all statutory provisions of the Central or Gujarat State Labor Laws pertaining to mining and O&M of plant as applicable.
27. Preparation of approach road will be the responsibility of the O&M Operator, which shall be done as per the directives by GMDC authorities as well as in accordance with the mining plan.
28. The material will be subject to quality inspection before dispatch from mine to the beneficiation plant as well as post receipt at the plant location by GMDC Authorities.

The quality parameters ascertained by GMDC shall be considered final for remuneration of O&M Operator.

29. The reporting and production log sheets (Daily, Monthly and Yearly) for the mining operations shall be maintained as per the DGMS standards and shared with GMDC on a daily basis and need to be readily available for any requirements.
30. The dewatering will be performed by the O&M Operator and the pumps required for the same will be provided by GMDC.
31. The explosives required for the mining operations shall be provided by GMDC. The O&M Operator must ensure that the explosives be handled and used in guidance of GMDC and in strict adherence to the central and state guidelines. The consumption rate of blasting must be in line with the mine plan.
32. GMDC will provide boarding and lodging facility for personnel deployed by O&M Operator at request depending upon the availability of accommodation at additional charges. These charges shall be borne by the O&M Operator along with the electricity and all other expenses which may be incurred to provide the said facilities.
33. GMDC shall not be liable in any manner whatsoever for any injuries to or death of any of O&M Operator's personnel by any accidents or how so ever.
34. GMDC will not be liable for any damages to the O&M Operator's equipment for whatsoever reasons.

1.2. Transportation of blended Ore of required quality to Plant

1. The O&M Operator shall deploy vehicles for ore transportation from mine to the beneficiation plant crusher hopper area a maximum distance of 12kms including for loading and unloading. Vehicles must not be more than 3 years old and in sound mechanical condition.
2. The O&M Operator is responsible for arranging fuel for their operations.
3. The O&M Operator shall be solely liable to arrange for any spares/support they might require for the vehicles to be employed for ore transportation.
4. The O&M Operator shall arrange for qualified drivers and technicians to ensure smoothness of the transportation of the ore from the mine to the plant.
5. The O&M Operator shall ensure that the ore is well protected in transit and no damage whatsoever is experienced by it. In case of any ore damage /spillage, the O&M Operator will be liable to pay damages commensurate with the loss.
6. The O&M OPERATOR will have to provide adequate protection to the material in order to avoid damage of any kind due to exposure to rain or any other element of the

atmosphere and to avoid any kind of pollution. All arrangements so as to secure the material safety on the vehicle and avoid pollution/spillage should be arranged by the O&M OPERATOR. In case the material delivered to the O&M Operator at the loading point is wet or is mixed with any foreign material, the O&M Operator will have to report the same to GMDC's authorized representative on the weigh bridge.

7. The weighing of the ore will be done at the weighing scale at Kadipani Unit. The weighing at Kadipani shall be considered final.
8. GMDC will not be liable to any damage to the O&M Operators' vehicles for whatsoever reasons.

1.3. Plant Operations & Maintenance

1. GMDC will hand over the complete Fluorspar plant and machineries on as is where basis is. The complete plant Operation and Maintenance will be carried out by the O&M Operator as per the scope defined here.
2. The operation and maintenance of the plant must be carried out by the O&M Operator in a proficient manner following Good Industry Practices and complying with all safety and environment-related requirements.
3. The O&M Operator must be aligned with QA/QC aspect of complete process. Product quality is paramount in this operation.
4. The O&M Operator will provide housekeeping facilities for the whole fluorspar plant area.
5. Critical manpower has to be maintained in each section (mentioned in Table-1) of the beneficiation plant to supervise and execute the operation as per the SOP/SMP certified and issued by competent authority of GMDC.
6. The O&M Operator must comply with the all statutory requirements like Factory Act, Environmental, and labour Laws under the guidance of GMDC.
7. The manpower for maintenance must be qualified and competent to carry out the required processes. The O&M Operator will be required to arrange additional manpower in case of planned shutdown maintenance which shall encompass the Process, Mechanical, and Electrical & Instrumentation sections. The planning and timeline for the same shall be devised after consultation with GMDC personnel which must coincide with the yearly target of plant availability.
8. The O&M Operator will be required to provide all tools & tackles, power tools, and measuring & testing equipment for each maintenance discipline, a reference for the same can be found in the Annexure. Any additional specialized equipment not mentioned in the Annexure is subject to be arranged by the O&M Operator with

consultation of GMDC in case of requirement, and the cost will be borne by O&M Operator for tools and tackles up to Rs. 2 Lakhs.

9. GMDC will provide OEM support for the maintenance of capital equipment as and when required, as decided by authorized GMDC Personnel.
10. The O&M Operator must operate operation within issued guidelines by competent authority of GMDC.
11. The O&M Operator is responsible for assigning personnel who possess expertise in reagent handling and preparation. These tasks must be executed in full compliance with established Standard Operating Procedures (SOPs), and diligent supervision is required. Additionally, the O&M Operator is obligated to provide the necessary training in reagent preparation, following the content and SOPs provided.
12. The O&M Operator must also have vehicle standard complied handling machines for reagents, grinding media and plant spares from store to plant area. The handling of both the products is also included from the bagging plant to product sheds.
13. The following consumables to the plant will be supplied to the O&M Operator by GMDC at its own cost:
 - a. Reagents:
 - b. Water
 - c. Electricity
 - d. All OEM Spares for plant
 - e. HFO
 - f. Grinding Media
14. If the consumption of water and electricity exceeds the quantity set in the Performance Evaluation Terms, the O&M Operator will be required to pay damages as per the damages specified therein.
15. The O&M Operator will provide adequate skilled O&M staff and required unskilled manpower for all the domains of the plant from the date of takeover till the completion of the term of agreement. The O&M Operators' personnel will be supervised by the GMDC team.
16. GMDC will procure the required reagents as per the production plan and inventory level of the said reagents. Herein, the O&M Operator will ensure judicious use of reagents and will look after the handling of reagents from the stores to the designated storage areas. In case the consumption of said reagents exceeds the set quantity, the O&M Operator will be penalized based on the deviation from the set quantity as per the guiding principles for incentives/penalties specified in RFP Section III.

17. Based on Preventive Maintenance/shutdown activities, the O&M Operator will plan in advance for the OEM spares and consumables requirement based on the maintenance schedule and get approval of GMDC before ordering them.
18. GMDC will provide the Grinding Recipe, Floatation Recipe and Reagent Recipe for plant operations, the O&M operator will be required to adhere to these recipes provided in order to achieve required production output.
19. GMDC will take care of the statutory fees and other official communication as an owner, wherein, the O&M Operator will extend substantial assistance in obtaining statutory clearances & licenses as and when required. The O&M Operator will also maintain the process parameters as per the statutory norms and assist in periodic inspections as decided by the respective authorities. The O&M Operator will also bear all liaisoning expenditure.
20. The O&M Operator will maintain effluent & pollutant levels as per the statutory norms. Operation & Maintenance Operator of the system to upload all details required by GPCB & CPCB and as per statutory norms. Disposal of the tailings and other waste materials as per agreed / prescribed procedures. GMDC will obtain all necessary clearances and consents to operate.
21. GMDC will provide the OEM support for OEM equipment; the O&M Operator will provide assistance in getting repairs from any agency that GMDC may engage to provide AMC Services for such repairs which are not covered in O&M.
22. The O&M Operator may procure spares for GMDC's equipment on an emergency basis with due permission from GMDC's personnel. The same shall be reimbursed in the next month's payment.
23. The O&M Operator must fulfil any fabrication needs which may arise as a result of plant operations and ensure smooth functioning of the Plant.
24. The O&M Operator will have to maintain all the equipment provided by GMDC. A list of such equipment will be provided to the bidder upon signing of the Non-Disclosure Agreement.
25. GMDC will operate and maintain Centralized Stores; Sub-stores in plant area will be equipped by GMDC for O&M Operator to manage. Herein, the O&M Operator will get the required items issued from the central stores and transport them to the sub-stores within the plant area. Handling and supervision of the material will be under O&M Operator's purview.
26. The O&M Operator will also have to deploy handling machines to perform routine tasks as well as maintenance tasks at the plant.

27. The reagent for processing shall be provided by GMDC, wherein the older in stock reagents shall be used for manufacturing operations for a stipulated amount of time following which new reagents will be provided.
28. The O&M operator must get issued a labor license covering all types of Labor that it may source and comply with all statutory provisions of the Central or Gujarat State Labor Laws.
29. The O&M Operator shall ensure proper and safe handling of all materials in all stages, i.e., Raw Material, Work in Progress Material and Finished Product. Any loss or damage to the same shall be indemnified from the O&M Operator's remuneration.
30. GMDC will procure and supply all type of lubricants and oil required for conditioning the machines. Handling of this material will be done by O&M Operator. The consumption and frequency of replenishment/replacement will be as per the recommendation of the OEM provider and recorded in the log sheets provided by GMDC.
31. The quality of the material shall be checked at various stages of the manufacturing process by GMDC's QA/QC team.
32. Any feedback or directives given to the O&M Operator by GMDC authorities pertaining to the manufacturing process will have to be followed by them.
33. The O&M Operator shall assist the GMDC team in any other operations which might be required to be performed at the manufacturing unit other than the one in the production plan.
34. GMDC shall provide OEM and spares support for any equipment which is owned by GMDC.
35. GMDC shall provide Standard Operating Procedures (SOPs) for the whole manufacturing process; the same must be followed and adhered to by the O&M Operator.
36. GMDC's competent authority will conduct daily, weekly, monthly, and quarterly reviews for KPIs related to Safety, Environment, Quality and Production for all tasks of the O&M Operator.
37. GMDC will provide boarding and lodging facility for personnel deployed by O&M Operator at request depending upon the availability of accommodation at additional charges. These charges shall be borne by the O&M Operator along with the electricity and all other expenses which may incur to provide the said facilities.
38. The O&M Operator shall be liable to arrange for any spares/support for the equipment they bring to the manufacturing unit.

39. The O&M Operator will ensure proper safety norms and provide all necessary safety equipment to the personnel they have deployed while GMDC will provide all necessary safety equipment to GMDC's Staff.
40. The O&M Operator must agree and sign-off the production plan for each month 5 days ahead of beginning of that particular month. Monthly production target will be inline and at the par of yearly production target.
41. GMDC shall not be liable in any manner whatsoever for any injuries to or death of any of O&M Operator's personnel by any accidents or how so ever.
42. GMDC will not be liable for any damages to the O&M Operator's equipment for whatever reasons.

2. ROLES AND RESPONSIBILITIES

The roles and responsibilities of GMDC and O&M Operator pertaining to Mines, Transportation of Ore from Mine to Plant and O&M of Beneficiation Plant are specified here under:

2.1 For Mining

Sr. No.	Description	GMDC's Scope	O&M Operator's Scope
1	Mining Plan	GMDC will provide the mining plan post signing of Non-Disclosure Agreement (NDA)	The O&M Operator will carry out the mining operations as per mining plan provided by GMDC and directions of GMDC.
2	Mining Equipment		The O&M Operator will deploy all the equipment and related tools and tackles which may be required for mining operations
3	Human Resources	GMDC Team will supervise the operation	To deploy adequate skilled mining staff and required unskilled manpower from the date of takeover till completion of term of agreement so as to comply with mining plan and production requirements
4	Safety Equipment	GMDC will provide all necessary safety equipment to GMDC's Staff which may be deployed for supervision work	The O&M Operator will ensure proper safety norms and provide all necessary safety equipment to all the personnel they have deployed.

5	Water	GMDC will provide water till the designated spot	The O&M Operator shall arrange for the transportation of water from the outlet to the mines.
6	Compliances		O&M operator must get issued a labor license covering all types of labor that it may source and comply with all statutory provisions of the Central or Gujarat State labor laws pertaining to mining operations.
7	Approach Road		Approach road construction will be done by O&M Operator in adherence to the mining plan
8	Explosives	GMDC will provide the explosives required for mining operations	The O&M Operator will handle and use the explosives under the guidance of GMDC paying due diligence to the state and central guidelines
9	Lodging and Boarding	GMDC will provide boarding and lodging facility to senior staff and middle management of the Operator at the request of O&M Operator, depending upon the availability of accommodation at standard GMDC charges	Lodging and boarding charges of personnel at standard GMDC rates to be borne by the O&M Operator. Electricity consumption charges to be borne by the O&M Operator at actual.
10	Ore Quality	GMDC will perform QA/QC tests to ensure adherence to the CaF ₂ concentration between 20 % to 25%.	The O&M Operator will be required to ensure a blend, failing which the O&M Operator will be subject to penalization.

2.2 For Transportation

Sr. No.	Description	GMDC's Scope	O&M Operator's Scope
1	Equipment		The equipment required for the transportation of Ore from mines to the Plant will be deployed by O&M Operator
2	Diesel		Any and all fuel requirements for the transportation of Ore from the Mines to the Plant will be borne by the O&M Operator
3	Loading and unloading		All loading and unloading of the material from mine stack yard to plant

			stack yard will be taken care of by the O&M Operator
4	Human Resources	GMDC Team will supervise the operation	To deploy adequate skilled mining staff and required unskilled manpower from the date of takeover till completion of term of agreement so as to comply with mining plan and production requirements

2.3 For Beneficiation Plant

Sr. No.	Description	GMDC's Scope	O&M Operator's Scope
1	Role	Owner- Handing over the complete plant and machineries and other units on as is where is basis	Complete Operation & Maintenance of Fluorspar Plant as per the scope defined here
2	Spares and Consumables	All major spares and consumables will be procured by GMDC after due planning of procurement in advance as per GMDC's SOPs which shall be shared with the selected O&M Operator if required. These shall be issued to the O&M Operator from the central stores. The Broader maintenance plan will be provided by GMDC	The O&M Operator will plan in advance for the requirement of spares and consumables and get the approval of the owner.
3	Tools & Tackles	GMDC will not be liable to provide any tools and tackles which the O&M Operator may require as per Annexure 11.	The O&M Operator will be required to provide all tools & tackles, power tools, and measuring & testing equipment for each maintenance discipline, a reference for the same can be found in Annexure 11. Any additional specialized equipment not mentioned in the Annexure is subject to be arranged by the O&M Operator with consultation of GMDC in case of requirement, and the cost will be borne by O&M Operator for tools and tackles upto Rs. 2 Lakhs

4	Software and/or other tools for monitoring Fluorspar Plant Performance, Optimization and Diagnostics	Logbooks as per given format will be provided by GMDC.	
5	OEM Manuals, Test Reports, etc.	OEM Manuals, Test Reports, etc. will be provided as per availability by GMDC.	
6	Human Resources	GMDC Team in supervising position	To provide adequate skilled O&M staff and required unskilled manpower from the date of takeover till completion of term of agreement. This will also include skilled and unskilled workers for all the domains of the plant.
7	Raw Material - Ore	GMDC will provide permission to undertake mining operations to the extent to supply the ore to fluorspar plant	Raw material of required concentration from GMDC Fluorspar Mine will be mixed by O&M Operator
8	Raw Material - Reagents	GMDC will procure the required Reagents as per the production plan and inventory level of the said reagents according to the production plan.	The O&M Operator will ensure judicious use of reagents in line with given reagent recipe and will look after the handling of reagents from the stores to the designated storage areas. The production plan will be adhered to by the O&M Operator
9	Statutory Clearances	Payment of statutory fees and official communication as an owner.	Substantial assistance in obtaining statutory clearances & all licenses. Maintaining parameters as per statutory norms and assist in periodic inspections as decided by the respective authorities. All liaisoning expenditure will be borne by O&M Operator.
10	Effluents and Pollutants	Obtaining clearances and consent to Operate	Maintain effluents & pollutants levels as per statutory norms. Operation & Maintenance Operator of the system to upload all details required by GPCB & CPCB and as per

			statutory norms. Disposal of the tailings and other waste materials as per agreed / prescribed procedures.
11	Maintenance of Fluorspar Plant Civil Structures & Buildings including Crushing and Grinding, Froth Floatation Equipment, etc., Pipe Racks, Laboratories, offices, workshop, Admin building, Stores and all Road Repairs	All maintenance pertaining to only OEM Support	Assistance in getting repairs from any agency whom GMDC may engage to provide AMC services for such repairs are not covered in O&M
12	Weigh Bridge, Fluorspar Plant internal Roads & Fencing/ Boundary Wall	GMDC will be handling the weigh bridge	
13	Ambience & Environment: Landscaping, Trees and Green Belt		The O&M Operator will maintain the landscaping, trees, green belt as is, If any changes required appropriate approvals must be taken.
14	Housekeeping	Housekeeping in all other areas, not falling in the Fluorspar Plant Area.	Housekeeping in the fluorspar plant and related area as guided by GMDC's team
15	Plant Insurance	Plant and Machinery will be insured by GMDC	Inputs as and when required will be provided by the O&M operator during claims.
16	Plant Personnel Insurance	GMDC to insure its own employees	O&M Operator to insure all persons working in Fluorspar Plant on their behalf and to ensure that the manpower of all their sub-vendors are covered under insurance as per statutory norms.

17	Canteen		Canteen infrastructure is present and will be made available to the O&M Operator for use.
18	Other Labor Statutory Provisions		O&M operator must get issued a labor license covering all types of Labor that it may source and comply with all statutory provisions of the Central or Gujarat State Labor Laws
19	Maintenance of major Plant Machineries	AMCs for machineries owned by GMDC, including spares and consumables	Maintenance assistance with required skilled personnel and tools and tackles under the supervision of OEM representative with whom AMC would be entered into by GMDC.
20	AMCs (other than those provided/covered by GMDC)		AMCs through OEM for all the equipment which has not been provided by GMDC and will be required for O&M services of Fluorspar Plant along with AMCs for all the equipment brought by O&M Operator
21	Use of equipment/fuel /material handling systems	The major equipment are as per Annexure 11, which GMDC has installed and O&M operator would maintain.	
22	Laboratories	Chemical Laboratory to be operated by GMDC	
23	Firefighting Equipment	GMDC shall provide the Firefighting Equipment and AMC support.	Maintained and operated as and when required by O&M Operator. All fire incidents must be reported to GMDC.
24	ISO Standards		Any ISO Standards applicable must be adhered to by the O&M Operator.
25	Compliance with Energy Standards		Any energy Standards applicable must be adhered to by the O&M Operator.
26	Fabrication as a part of Maintenance Operations		The O&M Operator must fulfill any fabrication needs which may arise as a result of plant operations and ensure smooth functioning of the Plant.

27	Stores	Centralized Stores will be operated and maintained by GMDC. Sub-stores in plant area will be equipped by GMDC for O&M Operator to manage.	Getting items issued from Centralized stores and transporting to sub-stores within the plant area. Handling & supervision by the O&M agency. Proper record keeping must be done in order to reconcile the consumption of spares.
28	Paint maintenance of Fluorspar plant civil structures and building		Paint maintenance of fabricated instruments to be maintained by O&M Operator.
29	All types of lubricants which go into the system equipment	GMDC will procure and supply all type of lubricants and oil required for conditioning the machines.	Handling of this material will be done by O&M Operator. The consumption and frequency of replenishment/replacement will be as per the recommendation of the OEM provider and recorded in the log sheets provided by GMDC.
30	Lodging and Boarding	GMDC will provide boarding and lodging facility at the request of O&M Operator depending upon the availability of accommodation at additional charges.	The lodging and boarding charges of personnel deployed by O&M Operator shall be borne by the O&M Operator. Electricity charges as well as other expenses pertaining to lodging will be borne by the O&M Operator.
31	Electricity	GMDC will provide electricity for the plant operations	The O&M Operator will ensure judicious consumption of electricity
32	Water	GMDC will provide water supply needed for the plant operations	The O&M Operator will ensure judicious use of water as per the norms
33	Safety Equipment	GMDC will provide all necessary safety equipment to GMDC's Staff	The O&M Operator will ensure proper safety norms and provide all necessary safety equipment to the personnel they have deployed

NOTE: The details provided in SECTION II Scope of Work and Roles and Responsibilities are illustrative only and not exhaustive.

3. GMDC'S RIGHTS TO EXCLUDE MINING /TRANSPORTATION SCOPE

The prime objective of the proposed RFP is to carry out O&M Work for fluorspar Beneficiation plant. There is existing stock of approx. 75000 MT of Fluorspar ore, which will be required to be transported for beneficiation. GMDC may or may not commence mining activity immediately and reserves the right to award mining operation to the selected bidder in due course of time or select the another agency for mining operation work.

SECTION III: PERFORMANCE EVALUATION MECHANISM

The performance of the O&M Operator will be ascertained based on the Performance scorecard. The Performance Scorecard shall be comprised of statutory and performance monitoring parameters. Monitoring parameters shall be set up after the Trial Operation Period of 3 to 6 months for the Mines, Transportation and Plant (the "TOP").

1. Trial Operation Period

- (i) To ascertain the efficiency of mining operations, transportation and Plant operations including input and output performance, the Trial Operation Period (TOP) of three to six months shall be evaluated at the mine level and Plant level. The TOP of the Plant shall commence after the Plant is completely refurbished.
- (ii) The baseline data generated from the TOP of 3 to 6 months at mine and plant shall be used to benchmark the overall productivity, consumption of raw materials, reagents & utilities and product output etc. These baseline indicators shall be used to set values for performance monitoring parameters.
- (iii) Indicative guiding principles to formulate performance monitoring parameters are stipulated in clause 2. Basis the baseline data/indicators and indicative guiding principles, the Performance monitoring system shall be formulated in discussion with the O&M operator. To the extent possible, the performance monitoring system so formulated shall be discussed with the O&M operator. However, GMDC's decision shall be final.
- (iv) The values of incentives and penalties shall also be linked with the performance parameters. The breach of such parameters shall attract damages/penalties whereas better performance shall attract incentives.
- (v) No Incentives/ penalties shall become applicable during the Trial Operation Period. However, the O&M operator shall have to comply with all applicable regulatory and statutory compliances even during the Trial Operation Period.
- (vi) These benchmarking indicators will be reviewed at regular intervals i.e., on quarterly, half-yearly and yearly basis, as mutually agreed. Basis the review, the performance monitoring parameters shall be revised/ updated based on mutually agreed basis.

2. Indicative Guiding Principles to setup performance monitoring parameters for mining operation.

Indicative guiding principles to set up performance monitoring parameters for mining operations are stipulated below:-

- (i) **Stripping Ratio:** The O&M Operator shall try to ensure the stripping ratio of 1:2.5 (Ore: OB) for the first two years. If the Contract is extended for an additional two years as per the terms of the RFP, then the O&M operator shall try to maintain a stripping ratio of 1:5 (Ore: OB) for the subsequent two years (Year 3 & Year 4).

- (ii) **Safety:** The O&M operator shall follow all DGMS guidelines on safety and ensure no major violations of DGMS guidelines.
- (iii) **Environment Impact:** The O&M Operator shall ensure that no major environmental incidents occur during the contract period.
- (iv) **OHS guideline:** The O&M operator shall try to comply with OHS guidelines without any major violation. The O&M operator shall submit the quarterly OHS report pertaining to mining.
- (v) **Mining quantities:** Monthly Mining and blending quantities of ore on total rock basis should be such so as to ensure the average availability of plant feed quantities of 14000 metric tonnes of required quality. Provided in case, GMDC ask for excess/ lower/ stoppage of transportation, in such case this parameter shall be adjusted as per the GMDC's instruction.
- (vi) **Others:** Dilution Factor, Powder Factor and Equipment efficiency shall also be a part of the performance monitoring system and performance scorecard system.

In lieu of the Mines becoming operational after years of dormancy, there is a probability of there being changes or alterations even in guiding principles. GMDC reserves the rights to make any such alterations after due consideration of the prevailing factors in consultation with the O&M operator.

3. Indicative Guiding Principles to setup performance monitoring parameters for Ore transportation to the Plant

Indicative guiding principles to set up performance monitoring parameters for the Transportation of Plant feed from Mine yard to Plant are stipulated below.

- (i) **Safety:** The O&M operator shall follow all DGMS and regulatory guidelines without any major violations.
- (ii) **Environment Impact:** The O&M Operator shall ensure that no major environmental incidents occur during the contract period.
- (iii) **OHS guideline:** The O&M operator shall try to comply with OHS guidelines without any major violation.
- (iv) **Transportation of required Quality of Ore:** The O&M operator shall assume responsibility for transporting ore of below mentioned quality only.
 - Average monthly Plant feed quality should be in the range of 20.0% to 25.0% CaF₂ and preferably 4.0% to 6.5% CaCO₃.
 - The payment for Transportation charges shall be subject to above mentioned quality of ore transported to the Plant.

4. Indicative Guiding Principles to set performance monitoring parameters for Plant operation

Indicative guiding principles to set up performance monitoring parameters for Plant operations are stipulated below:-

- (i) **Plant Capacity Utilisation (PCU):** The baseline capacity utilisation shall be based on actual potential demonstrated during TOP of 3 to 6 months.

For the purpose of reference, the example of the performance parameter for PCU along with incentives/penalties is specified below.

Performance Indicator	Baseline/ Expected Value	Penalty for not meeting expected value	Incentive for exceeding expected value
Plant Capacity utilization (PCU)	As per TOP	If actual PCU is < Baseline / Expected value. Penalty = 1/10 th of value of Quantities less produced than baseline production.	If actual PCU is > Baseline / Expected value. Incentive = 1/10 th of value of excess Quantities produced than baseline production.
		The value of quantities will be based on the last price at which GMDC has sold Acidspar and Metspar prior to the invoicing date for the month in consideration.	

- (ii) **Availability:** Availability of the plant shall be based on the actual availability demonstrated during TOP of 3 to 6 months and the potential for improvement, if any.

- (iii) **Throughput:** The throughput for the crusher and ball mill shall be based on the actual performance demonstrated during TOP of 3 to 6 months and the potential for improvement, if any.

(iv) **Output quality**

- The production of Acid spar in excess to the benchmark production proportion shall become the basis for evaluating the output performance.
- The benchmark production ratio of Acid spar to Metspar shall be calculated based on the previous output ratios as well as the results derived during the Trial Operation Period (TOP). For the purpose of reference, the benchmark production quantity of Acidspar and Metspar is estimated in the ratio of 45% and 55% respectively, based on previous actual production data from 1991 to 1998. This proportion of benchmark quantity is further corroborated based on recent testing undertaken by GMDC. The parameters as derived from above are only indicative and the actual

threshold/benchmark parameters shall be derived based on the results obtained post the Trial Operation Period.

- Performance beyond certain set benchmarks/ baseline for the plant operation will lead to the Operator becoming eligible for certain incentives. Since the plant will be at the very first stage of operation, the baseline performance parameters will be set after TOP. However, the guiding principles for the incentives and penalties along with baseline data shall be used to devise a mechanism for incentives and penalties.

For the purpose of reference, the example of the output incentive is specified hereunder. The incentives will be based on the ratio of Acidspar: Metspar produced. 1/4th difference in the price between Acidspar and Metspar will be considered as the incentive. The same can be further explained by the formula below:

P_{Acid} = Price of Acidspar

P_{Met} = Price of Metspar

Q_{Acid} = Quantity of Acidspar Produced beyond threshold

I = Incentive for Acidspar

$$I = 1/4 \times Q_{Acid} \times (P_{Acid} - P_{Met})$$

The prices of Acidspar and Metspar here will be based on the last price at which GMDC sold Acidspar and Metspar prior to the invoicing date for the month in consideration.

(v) **Environmental Incident** At all times during the Operations and Maintenance of the Fluorspar Beneficiation Plant, the O&M Operator shall ensure that no major environmental incident occurs.

(vi) **OHS:** The O&M Operator will be required to submit quarterly OHS reports pertaining to the plant to GMDC.

(vii) **Input usage Performance**

The O&M Operator is expected to judiciously use the consumables as per the given guidelines including Reagent & Floatation Recipes. The penalty for disproportionate usage of the consumables will be based upon the deviation of the actual consumption from the expected consumption. The expected consumption quantity will be benchmarked based on the Trial Operational Period (TOP).

An example for reference of the consumption penalties is specified below:

Sr. No.	Performance Indicator	Expected Value	Unit	Penalty for not meeting expected value
1	Total Power Consumption	As per TOP	kWH/MT	Rs. xx /kWh for the total excess power consumed

3	Reagent 1	As per TOP	kg(l)/MT	At the Rate of Rs. XX /kg(l) in excess of expected value
4	Reagent 2	As per TOP	kg(l)/MT	At the Rate of Rs. XX /kg(l) in excess of expected value
5	Material 1	As per TOP	kg(l)/MT	At the Rate of Rs. XX /kg(l) in excess of expected value
6	Material 2	As per TOP	kg(l)/MT	At the Rate of Rs. XX /kg(l) in excess of expected value

(viii) **Critical Manpower deployment** as per Annexure- 12 shall have to be always maintained. In the event of repeated absence of critical manpower, GMDC shall deduct the Monthly fees on pro rata basis.

(ix) **Plant not operational**

- a) In case the plant is not operational for reasons attributable to the O&M Operator, in such case, GMDC shall make payments for only operational days on pro-rata basis.
- b) GMDC shall have rights to terminate the Contract in case the plant is not operational for a consecutive 90 days for reasons attributable to the O&M Operator.
- c) GMDC and the O&M Operator shall decide the applicable scheduled downtime during the month based on TOP. For the purpose of sub clauses, a) and b), non-operation of the plant due to the scheduled downtime shall not be considered the breach by the O&M operator.

In lieu of the Plant being operational after years of dormancy, there is a probability of there being changes or alterations even in guiding principles. GMDC reserves the right to making any such alterations after due consideration of the prevailing factors in consultation with the O&M operator.

SECTION IV: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Bidding Process

- a. GMDC has adopted a single stage two packet online 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 Operations and Maintenance of Kadipani Fluorspar Beneficiation Plant and Fluorspar Mining at Ambadungar Mines, Chhota Udepur District, Gujarat** (the “**Bidding Process**”). Technical Bid shall be submitted physically whereas Price Bid shall be submitted online through <https://gmdctender.nprocure.com>. The Bidders are required to place pen drive comprising of soft copy of technical proposal/Bid as part of Technical Bid submission along with Physical copy. The Bids for which the Price Bid is submitted in hard copy / physical form/ pen drive shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Scope of Work and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION IV. Based on Technical evaluation, the Price Bids of only Bidder’s meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in clause 6.2(a), 5.1 and 5.2 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.4 and 6.2. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the “**Composite Score**”) derived based on Quality cum Cost based method (the “QCBS”) specified in Clause 5.5 of RFP SECTION IV. 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 the Pre-Bid meeting.

1.3. Acknowledgement by Bidder

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

- 1) they have made a complete and careful examination of the RFP

- 2) they have received all relevant information requested from GMDC;
- 3) they have accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GMDC relating to any of the matters referred to in Clause 1.2 above; and
- 4) they acknowledge that it does not have a Conflict of Interest
- 5) they agree to be bound by the undertakings as 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 29,500/ (i.e. INR Twenty-nine thousand and five hundred only) (i.e. RFP Fees of INR 25,000 + 18% GST)**. The RFP Document Fees should be submitted in any one of following payment modes;
 - (i) In the form of a Demand Draft in favour of “Gujarat Mineral Development Corporation Limited” and payable at Ahmedabad, India. Such Demand shall be issued by any foreign bank having branch in India/Indian Bank having a branch in the country of origin **OR** ;
 - (ii) By depositing the stated amount directly into GMDC bank account through NEFT/RTGS/wire transfer in GMDC’s Bank account specified below.

Bank Name: ICICI Bank, Ahmedabad Branch
Account Number: 002405019379
IFS Code: ICIC0000024
SWIFT Code: ICICINBBXXX

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

1.6. Schedule of Bidding

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

Sr. No.	Event Description	Date, Time, and Address (Dates are in DD/MM/YYYY formats)
1	Date from which RFP documents will be available	RFP shall be available from 01/11/2023 from website https://www.gmdcltd.com & https://gmdctender.nprocure.com Interested Bidders can download the RFP documents from above specified websites.
2	Last date for receiving Pre-Bid queries/clarifications	Bidders may send their queries by upto 18:00 hrs Indian standard times through email by 07/11/2023 to following contacts or reach out for any assistance. Mr. AK Makadia, Senior General Manager Tech II Email: akmakadia@gmdcltd.co.in , metal@gmdcltd.com Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad Land Lines : 079-27912747 Board Lines : 079-27913501, 079-27913200
3	Pre-Bid Meeting	The Pre-Bid Meeting shall be held both physically and online at the same time and date at 12 hrs Indian Standard Time on 09/11/2023. The venue for the physical meeting will be at GMDC office at Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad. A video link for those who may wish to join online shall be uploaded on GMDC website i.e. https://www.gmdcltd.co.in prior to pre bid meeting.
4	Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com 30/11/2023 up-to 12:00 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. Technical Bid is not to be submitted online, but should be submitted in physical offline mode after the submission of the Price Bid at the designated address by the deadline mentioned.
5	Last Date and Time of Submission of Technical	Bidders shall be required to submit the Technical Bid ,RFP Fees and EMD physically in hard copy in sealed cover duly super scribed as mentioned in the RFP

	Bid ,RFP Fees & EMD in Physical Hard Copy	<p>clause 4.4 to the GMDC addressed as below through registered post/courier / Speed Post/Hand delivery.</p> <p>Address: Senior GM Tech 2 Gujarat Mineral Development Corporation Limited, Khanij Bhavan, 132 ft. Ring road, Gujarat University Ground, Vastrapur, Ahmedabad - 380052 Gujarat , India. Land Lines : 079-27912747</p> <p>The submission should be made strictly on or before 30/11/2023 by 15 :00 Hrs Indian standard time</p>
6	Opening of Technical Bid	On 30/11/2023 at 16:00 Hrs India Standard Time at GMDC office situated at Ahmedabad as per the address specified in sr. no 5
7	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
8	Signing of Agreement	Within 30 days from the date of issuance of LOA.

2. GENERAL

2.1. Bid Validity

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

2.2. Numbers of Bids by Bidder

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

2.3. Governing Law and Jurisdiction

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

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

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

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

2.5. Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for captioned bid as part of his Bid. The Bid Security/EMD shall be sealed in a separate envelope, together with the RFP Fees, super scribing the envelope "Earnest Money Deposit and RFP Fees ". The EMD of amount **INR 500,000 (INR five lakh)** shall be provided in favour of "Gujarat Mineral Development Corporation Limited", in any one of the following forms/formats.

- i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by Reserve Bank of India.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank to GMDC as per the Annexure 16 except co-operative Banks 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.
- b) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favour the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- f) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP Part IV;
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of 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:	Scope of Work
SECTION III:	Performance Evaluation Mechanism
SECTION IV:	Instructions to Bidders (ITB)
SECTION V:	O&M Fees & Payment Terms
SECTION VI:	Contract Terms & Conditions
SECTION VII:	Annexure

3.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6. They should send in their queries on or before the date mentioned in clause 1.6 section in order to enable Authority to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in clause 1.6 for sending queries.
- b) GMDC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on GMDC.

3.3. Pre-Bid Meeting

- a) A pre-bid meeting would be held at time and an address specified in clause 1.6. Bidders shall bear their own cost of attending any pre-bid meeting.
- b) During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.

- c) Clarifications/responses would be shared by uploading such responses online only at website of Authority/GMDC <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com> if required in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

3.4. Amendment of Bidding Documents

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

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

- a) The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by 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.
- (3) by a duly authorized person holding the Power of Attorney.

4.4. Submission Format & Sealing and Marking of Proposals

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

“RFP for Operations and Maintenance of Kadipani Plant and Mining Operations at Ambadungar Mines– EMD and RFP Fees”

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

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder.
2	2	<p>Bidder’s Organization and Experience.</p> <ul style="list-style-type: none"> • Incorporation Documents <ul style="list-style-type: none"> ○ Incorporation documents , India GSTIN certificate, PAN details, Partnership deed, MOA, AOA as may be applicable. • Documentary evidences for work experience from the client such relevant portion of Work Order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by the Auditor of the firm or a registered Chartered Accountant / registered CPA.
3	3	Comments and Suggestions on the Scope of Work and Facilities to be provided by Authority
4	4	Description of Approach, Methodology and Work Plan for Performing the Scope of Work
5	5	Team Composition
6	6	Curriculum Vitae (CV) for Project Team and Support Staff
7	7	<ul style="list-style-type: none"> • Certificate from the Auditor of the firm or a registered Chartered Accountant / registered CPA / equivalent specifying <i>Turnover for last three Financial Years as per clause 5.1 (iii) with UDIN (For Indian firms)</i>

		<ul style="list-style-type: none"> • <i>Audited Financial statements for last three years as per clause 5.1 (iii)</i> <i>In case Bidder is following a calendar year then it should provide audited Turnover from 2020 to 2022. In case Bidder is following financial year then it should provide latest available annual audited turnover for last three years from 2020-21 to 2022-23.</i>
8	8	No Blacklisting certificate Affidavit
9	9	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
11	11	Undertaking for information and document provided are true.
11		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
		A pen drive comprising of soft copy of Technical Bid also to be submitted as part of Technical Bid

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexure.

- c) **Price Bid (Online)** to be filled up at designated places **only on** <https://gmdctender.nprocure.com> as per the format provided in the Annexure 13.
- d) **All envelopes specified in sub clauses a) and b) hereinabove shall be placed in outer envelopes and super scribed the following;**

“RFP for Operation & Maintenance of Kadipani Fluorspar Plant and Mining Operations at Ambadungar Mines-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> and/or <https://gmdctender.nprocure.com>.

4.6. Late Submission

- a) Physical submissions for Technical Bid and EMD&RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) 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:
- c) **(n)Code Solutions (A Division of GNFC Ltd.)**
403, GNFC Infotower, 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 online submission thereof. The Bidder may modify online, substitute or withdraw its bid after submission but prior to Bid Due Date.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall be disregarded.

5. BID EVALUATION CRITERIA

All bids must be considered responsive as described in **clause 6.2 (a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria and obtaining a minimum of **60 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 the Pre-Qualification Criteria specified hereunder in order to qualify for the next stage of evaluation.

- (i) The bid should be responsive in terms of sealing, and submission in time.
- (ii) The Bidder shall be a legal entity registered in India. The Bidders are required to provide Incorporation and Registration Certificate as evidences.
- (iii) The Bidder should not have been blacklisted or barred by any Government or regulatory Authority for doing business. Towards fulfilment of this criteria, the Bidder should submit Self certified No blacklisting Affidavit as per the format provided in Annexure 8.
- (iv) Average annual audited turnover of the bidder should be at least Rs. 20 Crores (excluding GST) for last 3 financial years (2019-2020, 2020-2021 and 2021-2022).
- (v) Experience of having successfully completed at least one assignment of similar work as defined below during last ten years ending last date of the previous month of date of publication of this RFP.

Similar Work: Operations and Maintenance (O&M) of Mineral processing / Ore Beneficiation Plant/ Mineral Beneficiation Plant / Coal beneficiation Plant in India for at least 12 months.

5.2. Technical Score Criteria

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

Sr No.	Marking Heads	Marks	Sub-Marks
A	Experience of Bidder	50	
1	<p>Experience over last Ten completed years and current years (2013-2014 to 2023-2024) meeting the following criteria.</p> <p>Type of Scope: Experience of Operations and Maintenance (O&M) of Mineral processing / Ore Beneficiation Plant/ Mineral Beneficiation Plant / Coal beneficiation Plant for atleast 12 months.</p>	40	10 Marks for each relevant Project Maximum 4 Projects; Maximum 40 Marks

	<p>Type of Client: Government owned firm/ Private sector registered firm.</p> <p>Engagement: Completed/ Ongoing work shall be considered eligible for assigning marks. In case of ongoing work then the Bidder should have already completed 12 months of O&M.</p> <ul style="list-style-type: none"> • Relevant portion of Work Order/ contract and Client completion certificate to be submitted as evidence. • Different projects (with separate Work Orders / Purchase Orders and separate scope) with the same client can be cited as separate projects. 		
2	<p>Experience over last Ten completed years and current year(2013-2014 to 2023-2024) meeting the following criteria.</p> <p>Type of Scope: Experience in Mining Operation / Material handling including blending of Ore.</p> <p>Type of Client: Government owned firm/ Private sector registered firm.</p> <p>Engagement: Completed/ Ongoing work shall be considered eligible for assigning marks. In case of ongoing work then the Bidder should have already completed 12 months of Operation.</p> <ul style="list-style-type: none"> • Relevant portion of Work Order/ contract and Client completion certificate to be submitted as evidence. • Different projects (with separate Work Orders / Purchase Orders and separate scope) with the same client can be cited as separate projects. 	10	5 Marks for each relevant Project Maximum 2 Projects; Maximum 10 Marks
B	Team	20	
	Team Leader	10	Minimum Qualification and Marking criteria for Project Team are specified in the table below
	Beneficiation Plant Expert	7	
	Mining expert	3	
C	Approach and Methodology for Proposed Work	30	

	Understanding of the key processes and technologies involved in Minerals value chain in terms of its extraction, separation, and purification.	10	
	Experience pertaining to the operation and maintenance of mineral processing plant for beneficiation – illustrated through two case studies	10	
	Proposed Plan for operations of GMDC’s plant and mine	10	
	Total (A+B+C)	100	

Bidder must Score minimum **60 marks** out of total 100 marks in Technical Marking/Score Section specified herein above. The bids of bidders obtaining lower than **60 marks** will be declared disqualified and shall not be evaluated further.

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

Position	Minimum Qualification	Marking criteria
Team Leader (10 Marks)	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Bachelor’s degree in mechanical / Metallurgy/ Chemical/ Engineering OR Degree in Geology) <p>Experience</p> <ul style="list-style-type: none"> Total Experience: 15 Years Metal/Mining Sector experience: 15 years 	<p>1. Relevance of experience: 5 marks</p> <ul style="list-style-type: none"> 2- 3 relevant projects: 3 marks. Over 4 relevant projects: 5 marks <p><i>Relevant Project is defined as “Beneficiation Plant Operations and Maintenance / Mining Operations/ Fluorspar Mining/Mineral Separation /Mineral refining /Mineral beneficiation Plant /Ore Beneficiation Plant / Coal Beneficiation Plant .”</i></p> <p>2. Length of the Experience: 5 marks</p> <ul style="list-style-type: none"> 15-17 years of total experience: 3 marks 17-20 years of total experience: 4 marks Over 20 years of total experience: 5 marks <p>Total (1+2): 10 Marks</p>
Mining In charge (3 Marks)	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduate Engineer /Geologist <p>2. Experience</p> <ul style="list-style-type: none"> Total Experience: 10 Years Also have experience of working on Mineral value chain such as exploration/ mining, processing etc. 	<p>1. Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> 1 mark per relevant project / assignment: Maximum 3 Marks for three projects. <p><i>Relevant Project is defined as “Mining Operations /Mineral Extraction / Fluorspar Mining /Separation/ Ore mining and or Separation.”</i></p>

		<p>2. Length of the Experience: 1marks</p> <ul style="list-style-type: none"> Over 10 years of total experience: 1 <p>Total (1+2): 3 Marks</p>
Beneficiation Plant In charge (7 Marks)	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Degree Engineer (Metallurgy /Chemical /Mechanical /Mineral Processing) <p>2.Experience</p> <ul style="list-style-type: none"> Total Experience: 15 Years Experience Processing/beneficiation of fluorspar 15 years 	<p>1. Relevance of experience: 4 marks</p> <ul style="list-style-type: none"> 1 Mark per Relevant Project / Assignment: Maximum 4 marks for four or more projects. <p><i>Relevant Project is defined as Beneficiation Plant Operations and Maintenance / Mining Operations/ Fluorspar Mining/Mineral Separation /Mineral refining /Mineral beneficiation Plant /Ore Beneficiation Plant / Coal Beneficiation Plant."</i></p> <p>2. Length of the Experience: 3 marks</p> <ul style="list-style-type: none"> 10 years of total experience: 1 mark 11 to 15 years of total experience: 2 marks > 15 years of total experience: 2 marks <p>Total (1+2): 7 Marks</p>

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

The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining a minimum of 60 marks in the Technical score system as specified in clauses 6.2(a), 5.1 and 5.2 respectively) Bidders shall be opened. The Bidder shall be required to quote Total O&M Fees for executing the Scope as per the provisions of this RFP and as per the Price Bid format provided in Annexure 13. The Bidders are required to quote Total O&M Fees inclusive of all taxes except GST.

Financial Score (FiS) = 100 x FiL/FiC

Where;

FiL is the L1 (Lowest Bidder)'s Total O&M Fee

FiC is the Total O&M Fees quoted by Bidder

Total O&M Fees refers to the Total O&M Fees inclusive of taxes but exclusive of GST quoted for executing the Scope as per the provisions of this RFP and as per the Price Bid format provided in Annexure 13

The bidder scoring Lowest charges shall be given 100 marks.

5.5. Composite Score

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

Composite Score (CS) = Technical Score (TeS) * 0.70 + 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 Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of GMDC, the Letter of Award (LOA) would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

6. EVALUATION PROCESS

6.1. Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's names, the presence or absence of 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 is to be submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
 - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
 - (iii) Online submission of Price bid is to be made within the specified timeline.
 - (iv) Physical submission of Technical Bid, RFP fee & EMD are made within specified timeline.
 - (v) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
 - (vi) 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);
 - (vii) It does not contain any conditionality; and
 - (viii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.

- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

b) *Assessment of Pre-Qualification Criteria*

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

c) *Determination of Technical Score*

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of ITB.
- 2) Responsive and Pre-Qualified Bidders may be called to make multi-media presentation on “Approach and Methodology” by GMDC at its sole discretion.
- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum **score of 60 in Technical Score** shall be declared Technically Qualified Bids (the “Qualified Bids”/ “Qualified Bidder”).
- 4) The Price Bids of only Qualified Bids shall be opened. Evaluation of Price Bids of only Qualified Bids shall be carried out.

6.3. Opening of Price Bid and Financial Score

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdctender.nprocure.com> as per the indicative format specified in Annexure 13 to this RFP.
- (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 O&M Operator 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 O&M Operator , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the O&M Operator. 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 O&M Operators/ 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 O&M OPERATOR AND SIGNING OF AGREEMENT

7.1. Notification of Award

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

7.2. Signing of Agreement

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section VI 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 "O&M Operator".

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, the O&M Operator shall pay Performance Security for an amount equivalent to **10% (Ten percent) of the annual amount payable/ annual contract value in following two parts.**
 - a) 5% of the annual contract value will be payable as Performance Security within 30 days from the date of the Letter of Award, in the form of a Demand Draft or an unconditional and irrevocable bank guarantee and payable to GMDC from Approved Bank except cooperative banks to GMDC in any one of the following forms/formats.
 - 1) 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.
 - 2) An irrevocable Bank Guarantee (the "**Bank Guarantee**"), from an Approved Bank to GMDC as per Annexure 16 except co-operative Banks in the format prescribed in the bid documents.
 - b) **The remaining 5 % of the** of annual contract value by way of Performance Security will be deducted @ 5% of the value of monthly bills starting from 1st Bill until the total deduction value reaches the amount of 5% of the annual contract value. The Performance Security shall be adjusted at the time of final bill.
- (ii) Such performance Security shall be in favour of Gujarat Mineral Development Corporation Limited and admissible and payable at Ahmedabad branch.
- (iii) The O&M Operator shall maintain a valid and binding Performance Security for a Contract Period. The O&M Operator shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until the expiry of three months. In case the Contract Period is extended then the O&M Operator shall have to renew Performance Security for a period of extended Contract Period.
- (iv) If the successful Bidder may fail 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 O&M Operator including but not limited to Damages; and which the O&M Operator has failed to pay in relation thereof; and

- b) in relation to the O&M Operator's breach in accordance with the terms contained in the Agreement.
- (vi) At any time during the Validity Period, the Performance Security has either been partially or completely encashed by GMDC in accordance with the provision of the Agreement. The O&M Operator shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (i) At the end of the Contract Period, the Performance Security shall be returned to the O&M Operator 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 O&M Operator shall commence the operations within seven days of the mutually agreed date or later if GMDC decides so. If the O&M Operator 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 O&M Operator, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the O&M Operator to GMDC in relation to the O&M Assignment pursuant to SOW shall be the property of GMDC.

7.6. Tax Liability

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

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any

manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.

- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or O&M Operator 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 O&M Operator 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 O&M Operator 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 O&M Services(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) 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 O&M 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 O&M Operator will depend on the circumstances of each case. While providing O&M services to GMDC for this particular assignment, the O&M Operator 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 (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 O&M Operator 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 V: O&M FEES AND PAYMENT TERMS

1. O&M FEES

a) GMDC hereby covenants to pay the O&M Fees to the O&M Operator for Scope of the Work specified in SECTION – II of the RFP and as per the payment terms specified in clause 2 of this section as per the basis and at the agreed price specified hereunder in subclauses b) and c).

b) Basis of Payment

GMDC shall pay O&M operator Separately for each of three tasks specified hereunder.

- (i) **Task 1 Mining Operations:** The pricing for mining operations will be based upon the actual quantities of total rock extracted (Ore + OB).
- (ii) **Task 2 Transportation:** The Pricing for transportation will be based upon the quantity of ore fulfilling the quality criteria which is transported from Ambadungar Mines to Kadipani Beneficiation Plant.
- (iii) **Task 3 O&M of Beneficiation Plant:** The pricing for Operations and Maintenance of the beneficiation plant shall be based upon the monthly fixed charges.

c) **Agreed prices for each of above tasks are specified below.**

1) Task 1 Mining Operations

GMDC shall pay to O&M operator the fees for the Mining operations in two separate cost heads (1) Work Component and (2) Fuel Component at the agreed price specified hereunder.

I. Work Component

Sr. No.	Description	Unit	Indicative Monthly Estimated Quantity	Rate per Unit (Rs)	Total
A1	Work component for Fluorspar mining on Total Rock basis (Ore plus OB), mixing and blending as per requirement to obtain required ore quality, removal and dumping of OB	CUM	18000		

II. Fuel for mining

Sr. No.	Description	Unit	Indicative Monthly Estimated Quantity (A)	Diesel Price (Rs. /Ltr) (Weighage Average of actual Diesel Prices for a invoiced month as derived as per the method specified in clause 4 of this section) (B)	Quoted Rate		
					Diesel Component (Ltr/Unit) (C)	Rate in Rs./Unit (D= BXC)	Monthly Amount (E =A XD)
A2	Fuel (Diesel) component for Fluorspar mining on Total Rock basis (Ore plus OB) and removal and dumping of OB	CUM	18000				

2) Task 2 Transportation

GMDC shall pay to O&M operator the fees for the Transportation in two separate cost heads (1) Work Component and (2) Fuel Component at agreed price specified hereunder.

I. Work Component

Sr. No.	Description	Unit	Indicative Monthly Estimated Quantity	Rate per Unit (Rs)	Total
B1	Charges for Work component (involving labour charges for loading/ unloading, driver, spare costs, fixed costs etc.) for transportation of required quality of Ore from Ambadungar Mines to Kadipani Fluorspar Plant.	MT	10000		

II. Fuel for Transportation

Sr. No.	Description	Unit	Indicative Monthly Estimated Quantity (A)	Diesel Price (Rs. /Ltr) (Weighage Average of actual Diesel Prices for a invoiced month as derived as per the method specified in clause 4 of this section) (B)	Quoted Rate		
					Diesel Component (Ltr/Unit) (C)	Rate in Rs./Unit (D= BXC)	Monthly Amount (E =A XD)
B2	Fuel (Diesel) component for loading/unloading and transportation of required quality of Ore from Ambadungar Mines to Kadipani Fluorspar Plant	MT	10000				

3) Task 3 O&M of Beneficiation Plant

GMDC shall pay to O&M operator the fees for O&M of plant as per below specified agreed prices.

Sr. No.	Description	Unit	Monthly Amount (Rs/ Month)
C1	Monthly Charges for operating and maintaining the Plant for processing of apprx.10000 MT of Ore per month (More or less if so determined by GMDC management)	Lumpsum	

- d) The O&M Fees specified in subclause C) hereinabove represent the net amounts payable exclusive of GST but inclusive of all other applicable taxes, duties, surcharge, and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC.
- e) The quantities specified in tasks 1) ,task 2) and task 3) are indicative and shall only be used for Price Bid Evaluation . The quantities may vary. The Payment shall be made for actual executed quantities for Task 1) and Task 2) as per the Payment terms specified in clause 2 a) herein below.. The quantities for task 3) may vary on higher or lower side but

the Lumpsum monthly Fees shall remain fixed. The payment shall be made subject to damages/ penalties as specified in clause 2a) herein below .

2. PAYMENT TERMS

a) Invoicing and Payment Terms

For Mines and for Transportation

- (i) The O&M Operator shall submit monthly Running Account Bills/ invoices Separately for Mining operations and Ore Transportation within 7 days after the completion of the calendar month. The payment shall be based on the actual quantities of work executed in a calendar month (period not less than 30 days). For the purpose of mining operations, the quantity shall be measured in total rock basis by GMDC. The measurement shall be made using the Total Survey Stations. The field readings shall be directly transferred to computer software for the computation of volumes and preparation of plans and sections. Datamine or any other suitable software shall be used for this purpose. An authorized representative of the Contractor shall remain present at the time of field measurement and computation work and will also certify the same. The measurement and the computations provided by the GMDC shall be final and binding to the O&M Operator. The invoice shall accompany all such documents as specified in clause 3.
- (ii) For the purpose of Transportation charges, quantities measured at Kadipani Weighbridge will be considered final and the same shall be used for billing and invoicing for the Transportation charges/fees. Date and shift-wise weighbridge statement duly certified by authorized official of GMDC, showing numbers of trucks along with tonnage during the running account bill period shall be submitted along with the invoice. The O&M Operator can depute their own personnel to verify the quantity, any kind of dispute has to be settled before the invoice is generated for that particular month. The invoice shall accompany all such relevant documents as specified in clause 3.
- (iii) In addition to clause (ii), the invoice should be accompanied by Plant feed quality test report certified by authorised officials of GMDC. The Plant feed quality should be in the range of 20.0% to 25.0% CaF₂ and preferably 4.0% to 6.0% CaCO₃. The payment for transportation charges will only be made if the material meets the above criterion.
- (iv) The Price Bid format specified retail prices for Diesel as on 30/10/2023 for the Purpose of Bid evaluation only. For the purpose of invoicing and payment, the Weighted Average of actual Diesel Prices for an invoiced month is derived as per the method specified in clause 4 of this section and the same shall be used.

Source of daily diesel price: Retail Diesel price prevalent at the relevant point of time at nearest fuel station of IOCL/ HPCL from GMDC project site at Kadipani. However the retail diesel price finalized by GMDC shall be final and binding.

- (v) GMDC shall make payment within 15 days of receiving the Invoice upon (i) verifying quantities and documents as specified in clause 3 and (ii) after deducting applicable damages/ penalties as specified in Section III of the RFP. The payment for 80% of the invoiced amount shall be processed by the Project office whereas the remaining 20% shall be processed by the head office after scrutiny of all applicable incentives/penalties.
- (vi) Applicable GST, over and above approved charges, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Service Provider.
- (vii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

For Plant:

- (i) The proforma of the monthly invoice and the documents and details to accompany invoices shall be mutually discussed and agreed to by the two Parties.
- (ii) The O&M Operator on completion of every calendar month worked shall submit the invoice for the said month with requisite details of performance parameters as per Section III. The payment shall be affected after 30 (thirty) days of the submission of the technically clear invoices.
- (iii) GMDC shall make payment within 15 days of receiving the Invoice upon) after deducting applicable damages/ penalties /qualifier criteria pertaining to Section III of this RFP.
- (iv) In case the plant is not operational for reasons attributable to the O&M Operator, in such case, GMDC shall make payments for only operational days of the Plant (i.e. No. days for which the Plant was operational) on a pro-rata basis.
- (v) GMDC and the O&M Operator shall decide the applicable scheduled downtime during the month based on TOP. For the purpose of sub-clauses, a) and b), non-operation of the plant due to the scheduled downtime shall not be considered a breach by the O&M operator.
- (vi) The payment for 80% of the invoiced amount shall be processed by the Project office whereas the remaining 20% shall be processed by the head office after scrutiny of all applicable incentives/penalties.
- (vii) Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Service Provider.

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

3. DOCUMENTS TO BE SUBMITTED ALONGSIDE MONTHLY RUNNING ACCOUNT(R.A.) BILL

- (i) Weighbridge report of total fluorspar dispatch month-wise with bifurcation according to the changes in diesel price, tonnages of fluorspar dispatched during the R.A Bill period. Summary sheet showing cumulative tonnages of Fluorspar dispatched up to the R.A Bill.
- (ii) Summary sheet of Quantity for OB/IB removal & loose/dumped/slurry material: Copy of Summary sheet of computation of OB/IB removal volume and plan duly signed by contractor authorized representative and GMDC officials. Survey Measurement Plans showing the initial level and working level for loose/dumped material. Measurement sheet as certified by the contractor representative and project authority as per convenience and suitability of the site condition during operations for material.
- (iii) The above sheet of main work Weighbridge report of fluorspar dispatched from surface stock yard considered for combined work fluorspar dispatch. No other sheet is required to be submitted separately.

Note: To maintain the records for the above, the contractor shall depute their authorized representative round the clock at all dispatch weigh bridges. Such person shall maintain all necessary records as instructed by the project authority and shall be responsible for getting certified such records by the respective shift in charge officer of GMDC.

- (iv) Copies of Muster Roll and Payment sheets showing the amount of PF deducted from salaries of the labour and employees, PF No. of labour and employee, and amount of contribution of the Contractor.
- (v) Certificate regarding compliance of the mine design parameter applicable from time to time.
- (vi) Contractor shall have to open Bank accounts of their workers and shall be required to deposit the wages, advance payment, welfare payments, bonus, and all other payments in their accounts.
- (vii) Payment of the RA Bill shall be released only after receiving detailed statement showing name wise wages and all other payments if any having deposited in the accounts of their workers.
- (viii) Copy of the challans for the PF amount deposited in RPFC for the previous month, in respect of PF deduction related exclusively to this contract.
- (ix) Copy of necessary insurance policies having valid period. No Due Certificate and satisfactory work performance report.

(x) No due certificate and satisfactory work performance report.

(xi) Check List.

(xii) Compliance of all relevant law with the work carried out by contractor such as Labour, Mining, Factories Act, etc.

4. INDEXATION

The indexation for the prices of different components of invoicing shall be as follows:

Task	Component	Frequency of Indexation	Indexation
Task 1 Mining Operations	Diesel Component	Monthly	<p>The weighted average of retail prices of diesel based on prevalent daily retail diesel prices during the month period shall be calculated.</p> <p>Source of daily diesel price: Retail Diesel price prevalent at the relevant point of time at nearest fuel station of IOCL/ HPCL from GMDC project site at Kadipani. However the retail diesel price finalized by GMDC shall be final and binding.</p> <p>The example for the purpose of clarity is provided hereinbelow after the table.</p>
	Work Component	Annual	2.2%
Task 2 Transportation	Diesel Component	Monthly	<p>The weighted average of retail prices of diesel based on prevalent daily retail diesel prices during the month period shall be calculated.</p> <p>Source of daily diesel price: Retail Diesel price prevalent at the relevant point of time at nearest fuel station of IOCL/ HPCL from GMDC project site at Kadipani. However the retail diesel price finalized by GMDC shall be final and binding.</p>

			The example for the purpose of clarity is provided hereinbelow after the table.
	Work Component	Annual	2.4%
Task 3 O&M of Beneficiation Plant	Work Component	Annual	5%

Example only

For reference, following is an illustration to demonstrate the calculation of the monthly weighted average for retail diesel prices:

Dates	No. Of Days	Price for the Dates Specified
01/01 to 12/01	D1 = 12	P1 = 90
12/01 to 22/01	D2 = 10	P2 = 85
22/01 to 31/01	D3 = 9	P3 = 92
Total Days in the Month	$D(n) = D1+D2+D3 = 31$	Weighted Average W = 88.97

The Weighted Average (W) = $(D1/D(n))*P1 + (D2/D(n))*P2 + (D3/D(n))*P3$

Taking the above reference values and placing them in the formula, we get:

$$W = (12/31*90 + 10/31*85 + 9/31*92)$$

W= Rs. 88.97 per lit.

SECTION VI: CONTRACT TERMS AND CONDITIONS

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

BETWEEN

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

GMDC and the O&M Operator 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 Operations and Maintenance of Kadipani Plant and Mining Operations at Ambadungar Mines**” as per the terms specified in RFP and this Agreement (hereinafter called the “**Project/O&M /O&M Assignment/ Assignment**”);
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the O&M Operator 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 O&M Operator 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 **O&M Operator for Operations and Maintenance of Kadipani Plant and Mining Operations at Ambadungar Mines, India** on the terms, conditions and covenants hereinafter set forth in this Agreement.

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

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

This Agreement along with all Annexure/schedule hereto.

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

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

1. GENERAL

1.1. Definition and Interpretation

- 1.1. In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:
 - a. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;
 - b. **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement.
 - c. **"Authority"** or **"GMDC"** means the Gujarat Mineral Development Corporation Limited [including without limitation its authorized representatives];
 - d. **"O&M Operator"** 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 2.9
 - g. **"Day"** means calendar day.
 - h. **"Dispute"** shall have a meaning specified in clause 11.1
 - i. **"Effective Date"** shall have meaning specified in clause 2.1.

- j. **“Encumbrance”** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to this Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Facility premises.
- k. **“Force Majeure”** shall have a meaning specified in clause 5.
- l. **“Good Industry Practices”** shall mean such relevant standards with respect to the industry as are considered to be standard either through their publication or expression by a recognized central industry body or association of that industry or Government or if such are not published then those which are accepted as standard through popular practice.
- m. **“Insurance”** shall have a meaning specified in clause 3.11
- n. **“Local Currency”** means Indian Rupees.
- o. **“Material Breach”** means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.
- p. **“Party”** means the “Authority” or the O&M Operator, as the case may be, and **“Parties”** means both of them.
- q. **“Team Leader”** shall have a meaning specified in clause 4 (f).
- r. **“Performance Security”** shall have a meaning specified in clause 7.3.
- s. **“Personnel”** means professionals and support staff provided by the O&M Operators and assigned to perform the Services or any part thereof.
- t. **“Project”** shall mean GMDC’s fluorspar mine situated at Ambadungar and GMDC’s fluorspar beneficiation plant situated in Kadipani, Gujarat **including** components and facilities within the premises namely (i) all tangible assets such as land, civil works (buildings) and machineries, plants and equipment, other commercial space, electric light, administrative office, electrical system (ii) all amenities and facilities (iii) Applicable Permits relating to or in respect of the Project .
- u. **“Scope of Work (SOW)/Scope of Services”** means the work to be performed by the O&M Operator pursuant to this Contract, as described in RFP SECTION II.
- v. **“Sub-Contractor”** means any person or entity to whom/which the O&M Operator subcontracts any part of the Services. Sub-contracting of Plant O&M is not permitted. However, the O&M Operator may engage sub-contractor for mining operation and transportation or ore under intimation to Authority/ GMDC. Sub-contracting does not absolve the O&M Operator from its obligations provided in this Agreement.
- w. **“Third Party”** means any person or entity other than the “Authority”, or the O&M Operator.
- x. **“Total Contract Value”** means amount payable to the O&M Operator for Contract Period of two years.
- y. **“Annual Contract Value”** means amount payable to the O&M Operator for one year.

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 O&M Operator. The O&M Operator 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 O&M Operator shall be as set forth in the Agreement, in particular:

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

1.5. Governing Law and Jurisdiction

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

1.6. Language

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

1.7. Table of Content and Heading

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

1.8. Notices

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

If to Authority;

Sr. General Manager (Tech-II) & GM (Plant & Mines)

Email: akmakadia@gmdcltd.co.in , psrastogi@gmdcltd.co.in

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

Land Lines : 079-27912747

Board Lines : 079-27913501, 079-27913200

If to O&M Operator;

1.9. Location

The Services shall be performed at the Kadipani Fluorspar Beneficiation Plant, Ambadungar Mines and Offices of GMDC and at such locations as are incidental thereto.

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 O&M Operator 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 Sr. General Manager (Tech II)
- c) The O&M Operator may designate one of its employees as O&M Operator's Representative. Unless otherwise notified, the O&M Operator's Representative shall be: -----

2. HANDOVER, COMMENCEMENT OF WORK AND CONTRACT PERIOD

2.1. Effectiveness of Agreement

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

2.2. Handover of Mining Operation and Plant Operation and Commencement of O&M

- (i) The Authority hereby undertakes to handover to the O&M Operator, the physical possession of the Project free from Encumbrances together with the necessary rights with all necessary equipment and machinery as specified in Annexure 11 and 12 of RFP document on "As is Where is basis" for the purpose of operation and maintenance of the GMDC's fluorspar mine situated at Ambadungar and Fluorspar beneficiation plant situated at Kadipani in accordance with this Agreement.
- (ii) The Authority shall hand over the Project within 15 days from the date of LOA after joint inspection. During the joint inspection, GMDC and O&M operator shall record the major systems, equipment and assets being handed over. The records of joint audit shall be signed by both the parties before handover process after which the O&M Period will commence.
- (iii) During the handover, the O&M Operator's team must get familiarized with the Fluorspar Beneficiation Plant, Mines, resources as well as existing processes and constraints.

2.3. Use of the Facility

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

2.4. Rights and Title over the Project

The Authority shall remain the sole owner of the Project. The O&M Operator hereby assures and undertakes that:

- a) It shall have rights to use the Project facility only for the purpose of O&M in accordance with the provisions of this Agreement (i.e. O&M of mine and Plant).
- b) It shall not Part with or create any Encumbrance on the whole or any Part of the Project.
- c) The rights are being granted to the O&M operator purely for the specific purpose of its operations and maintenance which shall during the subsistence of this Agreement remain a property fully controllable by the Authority. Under no circumstances shall this Agreement create any interest of the O&M Operator in the property of any nature analogous to lease, ownership, partial or full title. The Authority shall continue to

possess the right to evict the O&M Operator from the site at any time as per the terms and conditions of this Agreement.

- d) Under no circumstances does the O&M Operator shall have any rights over the land, property, buildings, utilities, equipment or any structure standing on the site of the Project and existing equipment handed over in as is where is basis other than those rights which are expressly given under this Agreement and the O&M Operator agrees to vacate the Project facility peacefully at the end of the Agreement Period.

2.5. Existing Structure and Surroundings of the Facility

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

2.6. Facility to be free from Encumbrances.

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

2.7. Entire Agreement

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the O&M Operator 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 2.9 (a) , on matters not covered by this Agreement, the provisions of RFP shall apply.

2.8. Modification of Agreement

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

- b) Without Prejudice to the provision stated in subclause a) hereinabove, Managing Director, GMDC shall have rights to take suitable decision and action in case of requirement to amend/ alter the Agreement conditions/ quantities of the work/ extension of the Contract Period/ allotment of additional quantities of work/ fees etc., if necessary, after considering the conditions prevailing at that time.
- c) For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Contractor and without incurring any responsibility. For such cases, Contractor shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

GMDC reserves absolute right/discretion to accept and/or reject any or all the work proposed in tenders, GMDC reserves the right to allocate partial works (e.g. only plant or only mine) and/or invite fresh bid at any stage or split the work between one or more Bidders as the case may be.

2.9. Agreement Period / Contract Period

- a) Unless terminated earlier pursuant to Clauses 5.5 or 10.2 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub clause (b) hereunder, the Agreement shall remain in force for a period of **two years** from the Effective Date (the "Contract Period"). Upon Termination, GMDC shall make payments of all amounts due to the Consultant hereunder for which work done/services delivered.
- b) Subject to satisfactory performance of the O&M Operator basis the Performance Scorecard, the Authority may, at its sole discretion, extend this Contract Period beyond two years for an additional two years (1+1).

3. OBLIGATIONS OF THE O&M OPERATOR

3.1. Scope of Work

- a) The Scope of Work to be performed by the O&M Operator is specified in the RFP SECTION II. The O&M Operator shall be required to execute the Scope of Work in a professional and diligent manner.
- b) The O&M Operator shall also be responsible for undertaking additional tasks as specified below.
 - (i) Any additional material handling equipment required for operating/maintaining the plant from the ones being handed over by GMDC will have to be provided by the O&M Operator.
 - (ii) Any temporary civil work / other works required for the upkeep of the plant will be carried out by the O&M Operator.
 - (iii) Monsoon preparations work will be planned and carried out by the O&M Operator before the onset of the monsoons.

- (iv) The O&M operator shall provide suitable experienced personnel like experienced Engineers/ shift engineers, Experience Technicians, industry-specific approved welders, to ensure statutory compliances.
- (v) The O&M agency shall deploy experienced staff for the fabrication workshop which shall cater to the requirements of the complete plant complex.
- (vi) Experienced store personnel, maintenance and operation planners, and efficiency calculation personnel shall be deployed by the O&M Operator at the site.
- (vii) SOP for all works including but not limited to Operations, Maintenance, chemicals handling and other works in the Fluorspar Beneficiation plant etc, shall be prepared and executed by the O&M Operator after due approval from GMDC.
- (viii) Immediately after taking over the Beneficiation plant for O&M, the O&M operator will initiate actions to get certification under various Quality Management systems, Environment management systems, OSHA, Energy Management Systems etc. as relevant. The Operator shall recruit suitably qualified personnel and/or provide necessary training to his personnel for obtaining and maintaining the certifications.
- (ix) O&M Operator shall arrange for any technical training, if necessary, of their personnel at the OEM works etc. at their own cost.
- (x) The Owner shall arrange training at the Fluorspar Beneficiation Plant of GMDC (at Kadipani) for a limited number of personnel recruited by O&M Operator prior to pre-commissioning.

3.2. Standard of Performance

- a) The O&M Operators shall perform the Services and carry out their obligations stated in this Agreement 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, safe and effective tools, tackles and methods.
- b) The performance of the O&M Operator shall be assessed based on the Performance scorecard and Performance Evaluation Mechanism specified in section III of the RFP.

3.3. Applicable Laws

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

3.4. Conflict of Interest

The O&M Operator shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.5. O&M Operators not to Benefit from Commission, Discounts etc.

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

3.6. O&M Operators and Affiliates not to engage in Certain Activities

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

3.7. Confidentiality

The O&M Operators, their Sub-contractors 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 O&M Operator can share as the credential of the O&M Operator in future after the 1 (one) year beyond the contract period.

3.8. O&M Operators' Actions requiring Authority's prior Approval.

The O&M Operators 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 Work not proposed as part of its Proposal;
- (ii) entering into a subcontract for the performance of the Services as per the provision of RFP.
- (iii) any other action that may be specified by GMDC during the course of this Contract.

3.9. Reporting Obligations

The O&M Operator shall submit to GMDC the documents, log sheets, production reports, etc. specified in SOW specified in RFP SECTION II, within the time periods set forth in the said Clause. Additionally, the O&M Operator shall also submit monthly, quarterly and annual production report.

3.10. Obligations pertaining to Roles and Responsibilities

The O&M Operator shall adhere to the roles and responsibilities stated in clause 2 of Section II.

3.11. Insurance to be taken out by the O&M Operator

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

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

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

(iii) Validity of the Insurance Cover

The O&M Operator shall pay the premium payable on such insurance policy/ policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for each year/ policy period. If at any time the O&M Operator fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the O&M Operator forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

(iv) The O&M Operator shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-contractor/specialist deployed by the O&M Operator as well as assets tools and tackles deployed to perform its scope of work specified under this Contract.

(v) GMDC undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the O&M

Operator or its sub-contractors / specialists associated with the O&M Operators for the purposes of the Services, nor for any member of any such person.

3.12. Indemnity

- (i) The O&M Operator shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-contractor/specialist employed as well as the assets deployed by the O&M Operator to perform scope of work specified under this Contract or any asset /equipment deployed by the O&M Operator for execution of the scope.
- (ii) The O&M Operator shall indemnify GMDC for any physical damage to the Project asset occurred due to reasons attributable to the O&M Operator/its staff/ its sub-contractors. On occurrence of such events, the O&M Operator shall cure the Project/ at its own costs and reinstate the Project at its original condition.
- (iii) The O&M Operator shall indemnify GMDC and hold it harmless from against all claims, liability, loss including damage or expense including counsel/legal fees arising from or by reasons of an action with respect to any part of the execution of Scope of Work.
- (iv) The O&M Operator shall also fully indemnify, hold harmless and defend the Authority and Authority indemnified persons from and against any loss or damages arising out of or with respect to:
 - Failure of O&M Operator to comply with Applicable laws and Applicable permits.
 - Payment of taxes required to be made by O&M Operator in respect of income or other taxes of O&M Operator’s contractors, suppliers and representatives.
 - Non-payment of amounts due as a result of materials or services furnished to the O&M Operator or any of its contractors which are payable by the O&M Operator and its contractors.

3.13. Safety Obligations

- (i) The O&M Operator will be required to maintain and carry out practices for Environment, Health and Safety (EHS) as per Good Industry Practices.
- (ii) During the course of this Agreement, the O&M Operator must satisfy all safety requirements as per the statutory requirements and Good Industry Practice. The O&M Operator shall also ensure that safety requirements are followed without any deviations throughout the Contract Period at its own cost.
- (iii) The O&M Operator shall be responsible for the safety of its staff deployed/ its subcontractor’s staff, and it shall bear all financial, and legal liabilities associated with any safety incident.
- (iv) The O&M Operator shall take the highest precautions for the safety and security of its staff while carrying out its responsibilities. The O&M Operator shall provide adequately qualified and trained personnel to Operate, Maintain and Manage both the facilities as well as transportation.

- (v) The O&M Operator shall bear complete responsibility for the safety and security of the Project/ staff employed by including sub-contractor throughout the Contract Period.
- (vi) All costs and expenses arising out of or relating to meeting the Safety requirements or for making any corrections in the Project facility for safety purposes shall be borne by the O&M Operator.

3.14. Accounting, Inspection and Auditing

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

4. O&M OPERATOR'S PERSONNEL AND SUBCONTRACTING

- a) The O&M Operator shall employ and provide such qualified and experienced Personnel as specified in clause 7.2 (i.e. Technical Marking System) of SECTION IV of this RFP as well as all critical manpower (skilled and unskilled) as per Annexure-11 of this RFP.
- b) The designations, names and other particulars of each of the O&M Operator's Key Personnel required in carrying out the Services are described in Technical Marking System of this RFP which is listed in Schedule_____.
- c) If the O&M Operator hereafter proposes to engage any person as Professional Personnel, it shall submit to GMDC its proposal along with a CV of such person in the form provided at Annexure of the RFP. GMDC may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the O&M Operator may propose an alternative person for GMDC's consideration. In the event GMDC does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this, it shall be deemed to have been approved by GMDC.
- d) **Substitution of Personnel**

GMDC expects all the Key Personnel i.e. Team Leader, Mining Incharge, Beneficiation Plant Incharge, etc. as specified in the Proposal to be available during implementation of the Agreement. GMDC will not consider any substitution of Key

Personnel except under compelling circumstances beyond the control of the O&M Operator. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.

e) Working hours, Overtime, Leave etc.

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

f) Team Leader and Project manager

- (i) The person designated as the Team Leader/ key personnel of the O&M Operator's Personnel as specified in the Technical Marking System shall be responsible for the coordinated, timely and efficient functioning of the operations as well as O&M Operators manpower. In addition, the Project Manager as specified in the Technical Marking System shall act as the Project Manager (the "Project Manager") who shall be responsible for the day-to-day performance of the Services.
- (ii) The O&M Operator is required to deploy all personnel for this assignment. The O&M Operator shall deploy additional resources if it is required to perform Scope of Services specified in this RFP.

g) Sub-Contractors

- (i) The O&M Operator is prohibited from subcontracting or subletting the entirety of its services as stipulated in this O&M Contract, either to a single entity or multiple parties. However, certain aspects of the mining or transportation services can be sub-contracted with prior written approval from GMDC. However, the Operations and Maintenance of the Kadipani Beneficiation Plant cannot, under any circumstances, be subcontracted. GMDC retains the right to specify particular areas or functions where subcontracting or subletting is not permissible.
- (ii) For specific technical matters necessitating expert advice or input from specialized agencies, the O&M Operator may enlist subcontractors, provided that the Authority/GMDC is duly informed. It is important to note that subcontracting, in any manner, does not release the O&M Operator from its obligations as outlined in this Agreement. In the event that the O&M Operator chooses to subcontract any of the allowable components within the scope of work, the Operator must submit the sub-contractor's credentials to GMDC for approval. The sub-contractor can only commence operations after receiving GMDC's approval.

5. FORCE MAJEURE

5.1. Force Majeure Event

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

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

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

- a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Facility for a period exceeding a continuous period of 10 (Ten) days in an accounting year.
- b) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Facility by the O&M Operator or any Affiliate of the O&M Operator or any Contractor or any such affiliate or any of their respective employees, servants or agents;
- c) Strikes, go-slows and/ or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political and other than those involving the O&M Operator, Contractors or their respective employees/representatives or attributable to any act or omission of any of them.
- d) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- e) Epidemic or plague or pandemic within India;
- f) Compliance with a request from the Authority pursuant to the directions of any

Government decree, the effect of which is to close all or any part of the Facility.

- g) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the O&M Operator in any proceedings for reasons other than failure of the O&M Operator to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the Authority;
- h) Any public agitation which prevents the operation of the Facility for a continuous period exceeding 10 (Ten) days in an accounting year.
- i) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the O&M Operator or any of the Contractors to perform their respective obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the O&M Operator's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.
- j) Any event or circumstances of a nature analogous to any events set forth above within India.

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

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

5.2. Procedure in case of Force Majeure Event

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

- a) the Force Majeure Event(s) that has occurred,
- b) the date of commencement, nature and estimated duration of such event of Force Majeure Event
- c) the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement
- d) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage in terms of Clause 5.4 of this Agreement, and
- e) any other relevant information.

Within a reasonable time following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such

delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.

No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. The Affected Party shall be excused from its obligations as per Clause 5.6 of this Agreement.

5.3. Consequences of Force Majeure Event

- (i) Provided it complies with Clause 5.2 , if the Affected Party is rendered unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations as per Clause 5.6 to the extent it is unable to perform the same on account of such Force Majeure Event.
- (ii) In the event the Affected Party is the O&M Operator and is unable to perform the entire operations as stipulated in this Agreement, the Contract Period shall be extended suitably by the period for which the entire operations for the Project have been suspended due to the said Force Majeure Event.
- (iii) During the period of its inability to perform the Services as a result of an event of Force Majeure, the O&M Operator shall be entitled to be reimbursed for payment due up to the Services Delivered as per Scope of Work completed as provided in RFP Part V.
- (iv) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with this Agreement.

5.4. Mitigation and Consultation

- a) During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume the performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The Affected Party shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure Event. The other Party shall afford all reasonable assistance to the Affected Party in this regard.
- b) Not later than 30 (thirty) days after the O&M Operator 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

5.5. Termination

- c) If Force Majeure event continues for more than 30 (thirty) days, then either Party shall have the right to terminate this Agreement by giving a notice of 30 days in respect thereof (“Termination Notice”) and the date on which such termination shall become effective shall be called the “Termination Date”.
- d) In case of Termination, Authority shall.
 - 1) Retain possession and control of all assets used in Project forthwith except all tools and tackles which has been brought by the O&M Operator.
 - 2) Prohibit the O&M Operator and any person claiming through or under this Contract from entering upon the assets /dealing with or any part thereof.
 - 3) Appoint another party that may carry of the remaining obligations of the O&M Operator.
 - 4) Authority shall return Performance Security to the O&M Operator.

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

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

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

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

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

6. SUSPENSION OF AGREEMENT

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

7. OBLIGATIONS OF GMDC

7.1. Assistance in clearance

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

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

7.2. Payment

In consideration of the Services performed by the O&M Operator under this Agreement, GMDC shall make to the O&M Operator such payments and in such manner as is provided in Clause 8 of this Agreement.

7.3. Documents and Other Support

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

- a) All required study Reports and Documents pertaining to Ambadungar Deposit and Kadipani Plant as available with GMDC after signing of non-disclosure agreement (NDA).
- b) Support towards operating the mines as well as the beneficiation plant as mentioned in the terms above.

8. PAYMENT TO THE O&M OPERATOR

Authority shall make payment to O&M Operator as per the terms specified in SECTION V of RFP.

9. LIQUIDATED DAMAGES AND PENALTY

9.1. Performance Security

- (a) For securing the due and faithful performance of the obligations of the Service Provider under this agreement, during the Agreement Period, the Service Provider, has in terms of the RFP and letter of award furnished to GMDC the required Performance Security as below.

Amount (in Rs) (i.e. 5% of the Annual Contract Value)	Bank Name (Bank Guarantee/DD)	Validity Date

The Performance Security is drawn favour of “Gujarat Mineral Development Corporation Ltd.” and admissible and payable at Ahmedabad branch, the receipt & veracity of which, is hereby acknowledged by GMDC (the “Performance Security”).

The O&M Operator shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“Validity Period”). The O&M Operator shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period and thereafter until the expiry of three months from end of Contract Period. In case the Contract Period is extended then the O&M Operator shall have to renew Performance Security for a period of extended Contract Period.

- (b) The remaining 5 % of the of annual contract value by way of Performance Security will be deducted @ 5% of the value of monthly bills starting from 1st Bill until the total deduction value reaches an amount of 5% of the annual contract value. The Performance Security shall be adjusted at the time of final bill.
- (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 is required to recover any sum due and payable to it by the O&M Operator including but not limited to Damages; and which the O&M Operator has failed to pay in relation thereof; and
 - (ii) In the event of the O&M Operator’s breach of its obligations and if such breach is not cured with the remedial period as per the terms of the Agreement.

- (iii) If the O&M Operator 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.
- (iv) Upon termination by the Authority due to O&M Operator's default/ Event of Default.
- (d) Upon such encashment and appropriation from the Performance Security, the O&M Operator 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 O&M Operator shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a O&M Operator'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 O&M Operator without any interest, provided the O&M Operator is not in default of the terms hereof and there are no outstanding dues of GMDC with the O&M Operator.

9.1.1. 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 O&M Operator in the event of breach of this Agreement or for recovery of liquidated damages/ damages or penalties specified in this Clause 9.2.

9.2. Liquidated Damages

In case of delay solely attributable to the O&M Operator in Commencement of Services as specified in clause 2.2, the liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Contract Value per day of delay, subject to a maximum of 10% (ten per cent) of the Contract 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 O&M Operator, a suitable extension of time shall be granted, and no LDs shall be applied.

9.3. Penalty for Deficiency in Services

- (a) In addition to the liquidated damages not amounting to penalty, as specified in Clause 9.2, warning may be issued to the O&M Operator for minor deficiencies on its part.
- (b) GMDC shall have the right to claim damages as per the Performance Evaluation Mechanism specified in section III of this RFP.

- (c) In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then the Authority may initiate penal actions as permitted under law.

10. EVENT OF DEFAULT AND TERMINATION

10.1. Event of Default

Event of Default means the O&M Operator Event of Default or the Authority Event of Default or both as the context may admit or require.

a) O&M Operator Event of Default

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

- (1) If the O&M Operator does not commence the O&M Services within the period specified in Clause 2.2 above and Liquidated Damages thereof exceed 10% of the Contract Value.
- (2) Any representation made or warranties given by the O&M Operator under this Agreement is found to be false or misleading.
- (3) the O&M Operator becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (4) O&M Operator creates any Encumbrance on the Project in favour of any person save and except as otherwise expressly permitted under this Agreement.
- (5) If the O&M Operator fails to furnish Performance Security as per the terms of the agreement.
- (6) the O&M Operator 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 6 , within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- (7) O&M Operator is in material breach of its obligations stated in this Agreement.
- (8) O&M Operator repeatedly fails to fulfil its obligations.
- (9) The Performance Security has been encashed and appropriated in accordance with tender conditions and the O&M Operator fails to replenish or provide Fresh Performance Security within 30 (Thirty) days.
- (10) O&M Operator submits to the Authority any statement which is false in material particulars, and which has a material effect on the Authority's right, obligations or interests.
- (11) A resolution is passed by the shareholders of the O&M Operator for the voluntary winding up of the O&M Operator company.

- (12) If there is a defect/ deviation from the terms of this Agreement and the O&M Operator fails to correct it within a reasonable time provided by the Authority as per the terms of the agreement.
- (13) Any petition for winding up of the O&M Operator is admitted by a court of competent jurisdiction or the O&M Operator is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the O&M Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the O&M Operator under this Agreement and provided that:
 - the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has credit worthiness at least as good as that of the O&M Operator as at Commencement Date; and
 - each of the Project Agreements remains in full force and effect.
- (14) The O&M Operator suspends or abandons the operations of the Project without the prior written consent of Authority, provided that the O&M Operator shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or of Authority under the State Support Agreement.
- (15) The O&M Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (16) The O&M Operator is otherwise in Material Breach of this Agreement or commits a default in complying with any other provision of this Agreement.
- (17) Repeatedly non-adherence to safety requirements and statutory requirements stated in this Agreement
- (18) In case of repeated breach of O&M Operator's obligations specified elsewhere in this Agreement.
- (19) If the O&M Operator fails to make any payments/damages/penalties due to Authority within the period specified in this Agreement or extended period as mutually agreed by the Parties without any valid reason.
- (20) the O&M Operator fails to comply with any final decision reached as a result of arbitration proceedings pursuant to provisions of this Agreement.
- (21) if damages payable exceed 10% of the contract value
- (22) if critical manpower shall remain absent repeatedly
- (23) if the O&M Operator's staff is found to be involved in theft/ illegal activities and if such staff members are not replaced by the O&M Operator.

b) Authority Event of Default

The following events shall constitute events of default by Authority (each an “Authority Event of Default”), unless any such Event of Default has occurred as a result of O&M Operator Event of Default or due to a Force Majeure Event:

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

10.2. Termination due to Events of Default and Termination Payment

a) Termination for O&M Operator’s Event of Default

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

Provided further, that-

- a) If the default is not cured within **30 (thirty) days** of the Preliminary Notice, the Authority shall be entitled to encash the Performance Security, with a notice to the O&M Operator (“Encashment Notice”),
- b) If the default is not cured within **30 (thirty) days** of the Encashment Notice and a fresh Performance Security is not furnished within the same period, Authority shall be entitled to issue the Termination Notice.
- c) Upon Termination by Authority on account of occurrence of a O&M Operator Event of Default, no Termination Payment shall be due or payable to the O&M Operator. Further the Authority shall be entitled to encash and forfeit the Performance Guarantee.

a) Termination for Authority Event of Default

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

10.3. Rights of Authority on Termination

(i) **Upon Termination of this License Agreement for O&M Operator Event of Default,** Authority shall have the power and authority to:

- 1) Retain possession and control of all assets used in Project forthwith except tools and tackles which had been brought by the O&M Operator.
- 2) Prohibit the O&M Operator and any person claiming through or under the O&M Operator from entering upon the project assets /dealing with or any part thereof;
- 3) Appoint another party or O&M Operator that may carry of the remaining obligations of the O&M Operator.
- 4) Forfeit the Performance Security.

(ii) **Upon Termination of this License Agreement for Authority Event of Default,** Authority shall have the power and authority to:

- 1) Retain possession and control of all assets used in the Project forthwith except tools and tackles which had been brought by the O&M Operator.
- 2) Prohibit the O&M Operator and any person claiming through or under the O&M Operator from entering upon the assets /dealing with or any part thereof;
- 3) Appoint another party or O&M Operator that may carry out the remaining obligations of the O&M Operator.
- 4) GMDC shall make the payments to the O&M Operator as per the provision set forth in RFP Part V hereof for Services performed prior to the date of termination
- 5) The authority shall return Performance Security

10.4. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 10.2 and 5.5 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from

the other Party, refer the matter to arbitration pursuant to Clause 11 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

11. DISPUTE RESOLUTION

11.1. Amicable Solution

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

11.2. Arbitration

(a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time arise between the parties to this Contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 11.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

(b) Place of Arbitration

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

(c) Procedure

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

(d) Enforcement of Award

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

(e) Fees and Expenses

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

11.3. 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.

12. FAIRNESS AND GOOD FAITH

12.1. 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.

12.2. 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 12.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 11 hereof.

13. TAKEOVER

On Termination of the Agreement by efflux of time or early Termination on account of Force Majeure or Event of Default, the Kadipani Fluorspar Beneficiation Plant and Ambadungar Mines shall be handed over back to the Authority/ GMDC in safe and healthy condition (with reasonable wear and tear in case of plant). The Authority and the O&M Operator shall conduct a joint inspection and record the major systems, equipment and assets being handed over. The Compensation to GMDC by the O&M Operator for any damages / deficiencies observed in such inspection shall be worked out mutually.

14. MISCELLANEOUS

14.1. Assignment and Charges

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

14.2. Severability

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

14.3. No Partnership

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

SECTION VII: ANNEXURE

Annexure 1: Letter of Bid Submission {On letterhead of Bidder}

Dated:

To,

Sr. General Manager(Tech II),
Gujarat Mineral Development Corporation Limited
Khanij Bhavan, 132-Ring Road,
Gujarat University Ground, Vastrapur,
Ahmedabad- 380052.
Gujarat, India

Subject: RFP for Operations and Maintenance of Kadipani Fluorspar Beneficiation Plant and Fluorspar Mining at Ambadungar Mines, Chhota Udepur Dist., Gujarat

Dear Sir/Madam:

We, the undersigned, offer to provide the O&M 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 and**
- (ii) RFP Fee and EMD as per the requirement of the RFP**

Online submission of Price Bid: Price Quote as per the provisions of RFP

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

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

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

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

Yours sincerely,

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

[To be provided by the Bidder]

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

Project No.	
Name of the Project	
Details of Public Sector/Pvt sector Client	
Address:	
Country:	
Location within country:	
Assignment/Contract name	
Description of Assignment/Contract	
Approx. value of the contract (in Rupees):	
Duration of Assignment/job (months):	
Start date (month/year):	
Completion date (month/year):	

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 / certified Chartered Accountant.

Annexure 3:Comments and Suggestions on the Scope of Work and Facilities to be provided by Authority

A - On the Scope of Work

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

B - On Inputs and Facilities to be provided by GMDC

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

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

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

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

a) **Approach and Methodology**

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

- b) **Organization and Personnel:** In this chapter, the Bidder should **propose and justify** the structure and composition of the 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 Scope of Work.

Annexure 5: Team Composition and Task Assignments

[To be provided by Bidder]

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

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

Support Staff (if any)

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

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

[To be provided by the Bidder]

(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 GMDC's project:
2. Name of Expert [Insert full name]:
3. Contractual Position/ Permanent position in Bidder's firm:
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 12)
11. Relevant Sector Experience as per the scoring system (Years): _____ (details to be given in point no 12)
12. Detailed Tasks Assigned: [List all tasks to be performed under this 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 7: Annual Revenue statement

[To be provided by the Bidder]

{On the letter head of *registered Chartered Accountant / registered CPA*}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. Following is the audited turnover for the last three years.

Years	Revenue* (in INR crore)

Note:

Latest available annual audited statements. In case Bidder is following a calendar year then it should provide audited annual Revenue from 2020 to 2022. In case Bidder is following financial year then it should provide latest available annual audited annual revenue for last three years from 2020-21 to 2022-23.

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

Annexure 8: No Blacklisting certificate
[To be provided by the Bidder]

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

No-Blacklisting Affidavit

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

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

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

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

[To be provided by the Bidder]

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

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

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

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

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

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

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

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

Annexure 10: Undertaking

[To be provided by the Bidder]

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 11: Plant Annexure

- Details of List, make and Models of Plant equipment

[To be provided by GMDC post signing of Non Disclosure Agreement with Bidders]

Annexure 12: Manpower Annexure

[To be provided by GMDC post signing of Non Disclosure Agreement with Bidders]

Annexure 13: Indicative Format of Price Bid

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

To,
Senior General Manager (Tech-II),
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 Operations and Maintenance of Kadipani Plant and Mining Operations at Ambadungar Mines

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:

A. Monthly Charges for Mining Operations

(1) Work Component

Sr. No.	Description	Unit	Indicative Monthly Estimated Quantity	Rate per Unit (Rs)	Total
A1	Work component for Fluorspar mining on Total Rock basis (Ore plus OB), mixing and blending as per requirement to obtain required ore quality, removal and dumping of OB.	CUM	18000		

(2) Fuel for mining

Sr. No.	Description	Unit	Indicative Monthly Estimated Quantity (A)	Diesel Price (Rs. /Ltr) (as on 30 th Oct, 2023)* (B)	Quoted Rate		
					Diesel Component (Ltr/Unit) (C)	Rate in Rs./Unit (D= BXC)	Monthly Amount (E =A XD)
A2	Fuel (Diesel) component for Fluorspar	CUM	18000	92.85			

	mining on Total Rock basis (Ore plus OB) and removal and dumping of OB						
--	--	--	--	--	--	--	--

**For the purpose of Evaluation only .*

B. Monthly charges for Transportation

(1) Work Component (Other than fuel) for transportation

Sr. No.	Description	Unit	Indicative Monthly Estimated Quantity	Rate per Unit (Rs)	Total
B1	Charges for Work component (involving labour charges for loading/ unloading, driver, spare costs, fixed costs etc.) for transportation of required quality of Ore from Ambadungar Mines to Kadipani Fluorspar Plant.	MT	10000		

(2) Fuel for Transportation

Sr. No.	Description	Unit	Indicative Monthly Estimated Quantity (A)	Diesel Price (as on 30 th Oct, 2023)*(B)	Quoted Rate		
					Diesel Component(Ltr/ Unit) (C)	Rate in Rs./Unit (D= BXC)	Monthly Amount (E =A XD)
B2	Fuel (Diesel) component for loading/ unloading and transportation of required quality of Ore from Ambadungar Mines to Kadipani Fluorspar Plant	MT	10000	92.85			

**For the purpose of Evaluation only*

C. Task 3 Monthly O&M charges for Beneficiation Plant

Sr. No.	Description	Unit	Monthly Amount (Rs/ Month)
C	Monthly Charges for operating and maintaining the Plant for processing of approx. 10000 MT of Ore per month (More or less if so determined by GMDC management)	Lumpsum	

D. Total O&M Fees / Total Contract Value

Total Monthly O&M Fees (Rs.) (i)= A1+A2+B1+B2+ C	
Total Annual O&M Fees (Rs.) (ii)= (i) x 12)	
Total Contract Value/ Total O&M Fees (Rs.) ((iii)= (ii) x2)	

Notes:

- (a) The Bidders shall be required to quote total O&M charges for execution of Scope of Work specified in Section II.
- (b) The total O&M Fees quoted by Bidders shall be used for the Price Bid Evaluation.
- (c) Bidders to quote the total O&M Fees inclusive of all applicable taxes in India except GST. Applicable GST shall be reimbursed by GMDC.
- (d) The total O&M Fees quoted by Bidders represent remuneration of Bidder's staff, Travel expense, expense towards dine, hotel stay, conveyance, equipment cost, process costs, material consumption, insurance, labour and taxes as specified in subpoint b) hereinabove. The above quoted rates also represent any other expense as specified elsewhere in RFP to be incurred for executing the Scope of Work.
- (e) The quantities specified in tables specified in (i) and (ii) are indicative. The Payment shall be made for actual executed quantities as per the Payment terms specified in Section V of the RFP.
- (f) Price Bid tables specified in Tables A (2) and B (2) hereinabove specified retail prices for Diesel as on 30/10/2023 for the Purpose of Bid Evaluation only. For the purpose of invoicing and payment, the Weighted Average of actual Diesel Prices for a invoiced month as derived as per the method specified in clause 4 of section V shall be used. **Source of daily diesel price:** Retail Diesel price prevalent at the relevant point of time at nearest fuel station of IOCL/ HPCL from GMDC project site at Kadipani. However the retail diesel price finalized by GMDC shall be final and binding.
- (g) The quantities specified in table A, B and C are indicative and shall only be used for

Price Bid Evaluation . The quantities may vary. The Payment shall be made for actual executed quantities for A and B as per the Payment terms specified in Section V of the RFP. The quantities for C may vary on higher or lower side but the Lumpsum monthly Fees shall remain fixed. The payment shall be made subject to damages/penalties as specified in Section V.

- (h) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per Indian laws. The TDS certificate(s) shall be provided as per the due date specified in the Income Tax Act of India¹.

Each Bidder must quote his rates after thorough 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 14:
Format for Bank Guarantee for towards Bid security/Earnest Money Deposit

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

..... (Name of the Bank)
Address.....
Guarantee No.....
A/C Messrs..... (Name of Bidder)
Date of Expiry.....
Limit to liability (currency & amount)
Invitation For Tender No..... Dated..... (bidding document)
For..... (Name of work)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....202_

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

Dear Sir,

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

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

this time when proceeding is taken against Bank hereunder be outstanding or unrealized.

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

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____(Name of the Bank)

Annexure 15:
Format for Bank Guarantee for Performance Security

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

Ref: Tender bearing No.

_____ Subject:
Bank Guarantee towards Performance Security

Date.....20

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

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____(Name of the Bank)

Annexure 16:

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

Finance Department, Government of Gujarat's GR No: FD/MSM/e-file/4/2023/0057/D.M.O.
Dated: 21/04/2023 Read: FD GR.No.:EMD/4/2022/0002/DMO Dated: 20/05/2022 specified list of Approved Banks as follows.

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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