
**Request for Proposal (RFP) for Selection of Service
Provider for Design and Construction of Retaining
Gabion Wall along the mine dump of Surkha (North)
Lignite Mine, Bhavnagar, Gujarat, India**

GMDC/ENV/01/2024-25



**Gujarat Mineral Development Corporation Limited
Khanij Bhavan, 132-ft Ring Road, Gujarat University Ground,
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June 2024

DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/ Service Providers interested in Design and Construction of Retaining Gabion Wall along the mine dumps of Surkha North Lignite Mines, Bhavnagar, Gujarat, India

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

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

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

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

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DEFINITIONS

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

- **“Authority/ GMDC”** means the Gujarat Mineral Development Corporation Ltd or its authorized representatives who has invited Bids from competent and interested parties for design and construction of retaining gabion wall along the mine dumps of Surkha North Lignite Mines, Bhavnagar, Gujarat, India.
- **“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, and applicable to the Project.
- **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the constructions of the Works/Project during the subsistence of this Agreement.
- **“Authorized Signatory”** means the Person Authorized by the bidder firm to sign the bid, correspond with GMDC, make representation to GMDC as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.
- **“Associates”** shall have a meaning specified in Clause 5.1i) of the ITB.
- **“Bid/ Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
- **“Bidder”** means legally registered firm, including a sole proprietor or a partnership firm or a company, who submits a Bid/ Eligibility and Qualification Submission along with RFP Fees under this RFP within the stipulated Due Date and Time of Submission.
- **“Bidding Documents”** means document comprising RFP its annexure and schedule thereof.
- **“Bid Process/ Selection Process”** means the process of selection of the Successful Bidder through single stage competitive bidding process which includes submission of Bids, Price Bid EMD scrutiny and evaluation of such Bids and Bids as set forth in the Bidding Document.
- **“Bid Security”** or **“Earnest Money Deposit (EMD)”** means Security to be furnished by the Bidder at RFP stage in accordance with provisions of RFP.
- **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned project as per provision of RFP.
- **“Conflict of Interest”** shall have a meaning specified in clause 9 of this RFP.
- **“Defect”** means any defect or deficiency in Construction of the Works or any part thereof, which does not conform with the Specifications and Standards.
- **“Defects Liability Period”**: The Defect Liability Period shall be 5 years. Such Defect Liability Period shall start from the date of issuance of Completion Certificate issued by

GMDC.

- **“Drawings”** include any construction drawing and calculations and other information provided or approved for the execution of the project.
- **“Equipment”** is the machinery and vehicles brought to the Site to construct the Works.
- **“Lead Member”** shall have the meaning as specified in clause 5.1 of Section IV.
- **“Letter of Acceptance” or “LOA”** means the letter issued by GMDC to the Successful Bidder to provide the service according to the scope of work in conformity with the terms and conditions set forth in the Bidding Documents.
- **“Materials”** are all supplies, including consumables, used by the bidder for incorporation in the Works.
- **“Preferred Bidder”** shall mean the Bidder who qualifies the RFP (meeting Eligibility and Qualification Criteria and whose Bid is responsive as per clause 1.1 (d) of RFP and price bid turned out to be Lowest and Responsive as per the provisions of RFP.
- **“Retaining Wall/ Retaining Gabion wall”** shall mean a retaining wall with reinforced soil system with geogrid reinforcement and gabion stone facia.
- **“RFP” and / or “RFP Document”** means RFP document along with Annexure attached issued for the purpose of selecting a Service Provider for the Project.
- **“Service Provider”** shall mean the entity who would provide the said services in the RFP for GMDC.
- **“Site/ Project Site”** is the area defined in which the project is executed.
- **“Site Investigation Reports”** are those reports about the surface and subsurface conditions at the Site.
- **“Successful Bidder”** shall have meaning as specified in clause 7.1 of this RFP
- **“Quantity Variation”** means difference in quantities of items from estimated and actual, which is required to complete the Work as per the Technical Specification.
- **“Price Variation”** means difference in prices of items from estimated and actual, which is required to complete the Work as per the Technical Specification.
- **“Vandalism”** means destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub Service Provider of the Successful Bidder

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

SECTION I: BACKGROUND

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

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

GMDC Ltd has mining rights for Surkha North Lignite Mine ("Surkha North Mines") near Bhavnagar. As of now Surkha (N) Lignite Mine has external over-burden dump (OBD) of 35 mtr height. GMDC is planning to design & construct a retaining wall around this dump. A section drawing of the above Overburden Dump is provided in the Annexure 17.

Hence, through this RFP, GMDC is inviting bids/ proposals from interested competent parties who can Design and Construction of Retaining Gabion Wall along the mine dumps of Surkha (N) Lignite Mines. The Service Provider shall be responsible for designing and constructing of the retaining wall, maintenance of the wall as per the provision of the RFP during the defect liability period and assisting GMDC in obtaining necessary statutory compliances or clearances. A consortium of a maximum 2 members is also allowed subject to compliance with the RFP provisions.

The RFP comprises of Scope of Work of the Service Provider, Instruction to Bidders including qualification criteria and instruction for bid submission, Payments terms, Contract Conditions and Forms to be submitted as part of the Technical Bid and Price Bid.

SECTION II: SCOPE OF WORK

1 Scope of Work

GMDC Ltd. is inclined to Construct a Retaining Gabion Wall along the mine dump of Surkha (N) Lignite Mines, Bhavnagar, Gujarat, India for an estimated length of around 2 km.

The Scope of Work is segregated broadly into two parts namely A) the detailed Designing of the retaining wall and B) the Construction of the retaining wall along with maintenance of the retaining wall during the Defect Liability Period of 10 years. Further, the Service Provider shall provide a detailed design of the Wall for the entire length of 2 km. The Construction, at the discretion of GMDC may be carried out in two phases comprising the length of 1 km in each Phase. GMDC shall, at its own discretion, issue a request order/ instruct the Service Provider to execute Construction works for the Second/ remaining 1 km prior to the completion of First 1km length or after completion of the First 1 km length based on the satisfactory performance of the Service Provider at the same cost.

The Bidders are required to Quote for the cost of the detailed design of the retaining wall for the entire estimated length of 2 km and the cost of Construction of the retaining wall for the first phase as per the price bid format provided in the RFP.

The detailed Scope of Work is specified below.

PART A: Preparation of Detailed Design

(i) Site Investigation and Geotechnical Analysis (as required for designing):

- Conduct a detailed site investigation to assess soil conditions, mineral type and nature, dimension and volume of the overburden dumps, overburden dump(s) stability, ground water levels, seismic condition and record, flooding and any other potential hazards.
- Perform geotechnical analysis to determine soil properties including the structure bearing capacity of the soil etc.

(ii) Design and Engineering:

- Prepare a detailed design of the gabion retaining wall for the Overburden Dump based on site-specific conditions and project requirements.
- The retaining wall design shall be capable of bearing the existing load of the overburden dump and projected load with a maximum height of 55 meters.
- The design must comply with relevant IRC standards including but not limited to IRC 116 and as per the Best Industry Practice. The design must also be compliant with all Factors of Safety (Static and Seismic) as per the IRC 116 standards.

- Design should consider factors such as wall height, surcharge loads, seismic design criteria, and drainage provisions including ground improvement and drainage measures.
- The design shall also include detailed specifications of the material to be used in the Construction of the retaining wall with reference of relevant quality and testing standards, list of equipment and tools to be deployed along with capacity and rating thereof and list of manpower to be employed along with qualification thereof and number of persons.

(iii) Preparation of Cost Estimates and Bill of Quantity (BoQ)

- The Service Provider shall prepare detailed estimates for quantities (considering all the components included in the Detailed Design) and Estimated Project Cost including rate analysis for the entire project using applicable schedule of rates.
- The project cost estimates so prepared are to be checked against rates for similar on-going works in the surrounding region with reference to current schedule of rates Roads and Building Department, Govt of Gujarat.
- The Estimated Project Cost must be lower or equal to the cost for the Construction Activities quoted and accepted by GMDC.
- The Service Provider shall prepare BOQ of various components with a breakup of cost for each component separately and is responsible for performing rate analysis for all the items in all works.
- The Service Provider shall prepare the cost estimates and BOQ for the purpose of approval of the design and the cost and successful execution of the Construction Work. The Service Provider shall be responsible for accuracy of the BOQ items.

(iv) Vetting of the proposed design

- The Service Provider shall arrange, at its own cost, vetting of the detailed design, specifications and BOQs from a reputed institute with NBA/ NAAC Accreditation or NABL accredited laboratory in India.
- The Service Provider shall make the required changes in Design, BOQ and specifications as per the suggestion made by such an Education Institute or Laboratory.
- Submission of Detailed Design shall not be considered valid without a vetting/approval certificate from the above-mentioned institutes/lab.

(v) Assist GMDC in identification and assistance for obtaining statutory compliances for planning and execution of the work, if any.

(vi) Construction Planning:

- The Service Provider shall develop a comprehensive construction plan outlining sequencing, staging, timeline for Construction and methods for wall construction as per the suggested design.
- The Service Provider shall coordinate with the project site office, GMDC Corporate Office and other stakeholders involved in the project for efficient and timely completion.
- The Service Provider shall address any local, logistical, technical challenges on site or any other site constraints.

(vii) Approval of Design, Cost and BOQs

- The Service Provider shall submit the deliverables according to point no (I) to (vi) above including Good For Construction drawing in Hard copies in 3 sets as per the timelines provided in this Section. The retaining wall design shall also be submitted in editable CAD format.
- The Service Provider shall obtain a Design Acceptance Certificate from GMDC for the vetted design, cost, BOQ and Construction timeline proposed.
- The Service Provider shall provide complete information on the materials to be supplied, testing certificates, manufacturer details etc. if asked by GMDC
- The Construction work shall be commenced by the Service Provider only after issuance of the Design Acceptance certificate from GMDC.

PART B: Construction of Retaining Wall

(i) Material Procurement and acquiring necessary equipment for construction

The Service Provider shall;

- Identify and procure the necessary materials including but not limited to soil, aggregates, geosynthetics, and drainage components as per the approved Design.
- Requisite equipment shall be deployed on site as and when necessary.
- All equipment necessary for the proper construction of the work shall be in good working condition.

(ii) Site preparation and Pre-construction activities

The Service Provider shall;

- Clear and prepare the construction site, including excavation of the wall foundation.

- Grade and compact the soil to achieve the required bearing capacity and stability.
- Install any necessary subdrains or drainage systems to manage groundwater.

(iii) Construction of Retaining Wall:

The Service Provider shall;

- Construct the Retaining Wall with required layers and elements of reinforcements as per the approved Design and Specifications and meeting the applicable and prevalent standards such as IRC etc.
- Ensure proper anchoring and connection of facing units to the reinforced material to maintain the aesthetics of the wall facia.
- Carry out the compaction wherever required to achieve adequate compaction density as per Good Industry Practice and prevent excessive settlement.
- Ensure proper alignment, tension, and connection of reinforcement layers and prevent instability.

(iv) Quality Assurance, Technical Supervision and Control

The Service Provider shall;

- Implement quality control measures throughout the construction process.
- Deployment of competent personnel with experience during the construction of the project.
- Conduct Inspections, testing, and monitoring to verify compliance with design standards. Address any issues or discrepancies promptly to ensure the integrity and performance of the wall.

(v) Maintenance during the Defect Liability Period

The Service Provider shall;

- Repair and Rectification of the Project during the Defect Liability Period as per RFP terms
- Deploy adequate and good quality of equipment required for repair and rectification during Defect Liability Period
- Be responsible for all Defects/ deficiencies during the Defect Liability Period and remedy at bidder's own expense any defect or deficiencies on account of regular wear and tear, regular repair and maintenance requirements which may be noticed or observed.
- Be responsible for any defect that may, under the conditions provided for by the contract and under proper use, arise due to faulty materials, design or

workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the Service Provider to replace or to renew any defective part, such replacement or renewal shall be made by the Service Provider at no cost to GMDC within the time period provided in the RFP. The Service Provider will be required to mobilize material and equipment immediately to rectify any defect arising due to any reasons/faults attributable to poor quality of material and workmanship.

(vi) Documentation and handing over the project

- Maintain detailed records of construction activities, material testing, and quality assurance procedures during the construction period as well as prepare as-built drawing and maintenance guidelines on completion of construction work.
- Submit the above documents to GMDC at the time of completion of construction works.
- The Service Provider shall conduct a final inspection and handover process to transfer responsibility for the wall to GMDC.

2 Timeline

As part of the project scope, the Service Provider shall follow the below timelines with the deliverables list as per the defined scope of work activities.

Sr. No.	Milestone	Timeline (date of LOA is "T")
1	Submission of Draft Detailed Design to GMDC and other deliverables as per Part A: Point no. (I to III) of Scope of Work for acceptance/ comments for any modifications or alternations	T + 30 days
2	Submission of Final Detailed Design as per point I to III of PART A of Scope of Work, however after incorporation of GMDC suggestions and with vetting certificate from a reputed institute as per Part A: Point no. (IV) of Scope of Work of the RFP along with Statutory compliance if any and Construction Plan report point no. (VI) of Part A of the Scope of Work.	T1* + 25 days
3	Completion of Construction of 2 km long retaining wall (in maximum months)	T2^+ 24 months

Note:

***T1:** The date of final response from GMDC on draft design submitted by the Service Provider as per Milestone 1.

^T2: The date of final approval by GMDC to the submission of deliverables made as per Sr.No. 2 above.

The above timelines may be extended/adjusted by GMDC, at its sole discretion in case of any delay in approval of the deliverable by GMDC.

SECTION III: SERVICE LEVELS AND LIQUIDATED DAMAGES

1 Service Levels during the Design Period.

- (i) The Service Provider shall adhere to the time schedule specified in Section II clause 2 of this RFP for the Submission of Deliverables.
- (ii) In case the Service Provider fails to adhere to the above timelines unless such failure is due to Force Majeure or due to Authority's defaults or reasons not attributable to the Service Provider, in such case GMDC shall recover damages equivalent to 0.5% of amount of Performance Security per week of delay subject to maximum of 10% of amount of Performance Security. More than 3 days may be counted as a week for determination of damages. Such damages shall be recovered from the Payment due to Service Provider or Performance security submitted.

2 Service Levels during the Construction Period.

- (i) The Service Provider shall procure and mobilize the Material(s)/ Equipment(s)/ Manpower as per the approved timeline as per the Construction Plan. In case of any anticipation of delay, the Service Provider shall forthwith inform GMDC in writing of such anticipated delay and of the steps being taken by the Service Provider to remove or reduce the anticipated delay and shall promptly keep GMDC informed of all subsequent developments.
- (ii) The Service Provider shall adhere to the timelines specified in clause 2 section II and shall timely correct the defect in the work as notified by GMDC as per Contract Conditions.
- (iii) In case of non-adherence to the requirements specified above in subclause (i) and (ii) above, the following Liquidated Damages shall apply.

Sr. No.	Event	Liquidated Damages	Maximum limit of Liquidated Damages
1	Non-adherence to the procurement, resource mobilization and Work completion timelines as per the approved timeline	0.5% of the amount of Performance Security per day.	10% of the amount of Performance Security.
2	Non-adherence to timeline for correction of defect notified by GMDC in the Material, workmanship, or overall Works	0.5% of the amount of Performance Security per day.	10% of the amount of Performance Security.

3 Service Levels during the Defect Liability Period.

- (i) During the Defect Liability Period, the Service Provider shall;

- a. Rectify/Correct/ remedy any defect/fault /damage that occurred to the retaining wall within the timeline specified by GMDC on as and when basis upon identification and notification of such defect(s).
- b. Carryout periodic assessment of the following factors of safety with respect to the structure of the retaining wall as follows.

Sr. No	Factors of Safety	Static case Desired FOS >=	Seismic case Desired FOS >=	Method of Assessment
1	Global stability	1.3 for walls	1.1	To be assessed by a reputed institute with NBA/ NAAC Accreditation or NABL-accredited laboratory in India for the first time and a similar assessment is to be carried out by the Service Provider using the same methodology during the Defect Liability Period.
2	Internal stability	1.5	1.125	
3	Sliding	1.5	1.125	$\text{Safety factor against sliding} = \frac{\mu * \text{Restoring Force (R)}}{\text{Sliding Force (S)}}$
4	Overturning	2	1.5	Safety Factor against Overturning = Resisting Moment (M_r)/ Overturning Moment (M_{oh})
5	Bearing capacity	2 for walls	1.5 for walls	$\text{Factor of safety} = \frac{\text{Ultimate Bearing capacity (qult)}}{\text{Maximum pressure on foundation (qmax)}}$

The above assessment shall be carried out by the Service Provider every two times a year, at its own cost, throughout the Defect Liability Period.

- c. The Service Provider shall submit a Comprehensive Report, every 6 months, to GMDC for containing the action taken for remedy of any identified defects in the retaining wall and outcome of the assessment of Factors to Safety specified above.
- d. In case of identification of any Defect either by the Service Provider or by GMDC, the either party shall provide a written intimation, to the other party immediately on the nature of defect. Upon receipt of such intimation, GMDC and the Service Provider shall carryout a joint inspection to assess the cause(s) of defect and estimate the time required to rectify the defect (“Agreed Timeline”).
- e. The Service Provider shall, at its own cost, rectify the identified defect within the Agreed Timeline, however and always subject to such defect arising out of the reasons attributable to the quality of material, workmanship and any negligence of the Service Provider during the Construction Period and Defect Liability Period. In case the defect has occurred due to reasons which are not attributable to the Service Provider such as Force Majeure, Vandalism etc., the cost of defect rectification shall be borne by GMDC.

- f. In case of repeated occurrence of any defect, similar or dissimilar, continuously for Two (2) quarters and/or during the year, GMDC shall consider such repeated occurrence of defect as Service Provider's Event of default.
- g. The following liquidated damages shall be collected from the Service Provider in case of non-adherence to the Service Levels provided in the sub clauses (a) to (c) above.
 - i. In case the identified defect is attributable to the Service Provider, GMDC reserves the right to collect Rs. 50,000 per defect by way of Liquidated Damages. Such Liquidated Damages shall be collected by partial encashment of the Performance Security.
 - ii. In addition to above, the Service Provider shall rectify the defect within the Agreed Timeline. In case of non-adherence, GMDC shall collect liquidated damages of 0.5% of the amount of Performance Security per day of delay for additional 20 days, for a maximum up to 10% of the amount of Performance Security.
 - iii. In case the Service Provider fails to rectify the defect/s within the additional 20 days period, GMDC at its own cost may rectify the defect and the cost so incurred shall be recovered from the Performance Security.

SECTION IV: INSTRUCTIONS TO BIDDERS

1. Introduction

1.1. Bidding Process

- a. GMDC has adopted a two-stage online bidding system separately for Technical Bid and Financial Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as per the Evaluation Method as detailed out in this RFP for Selection of Service Provider for Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mines, Bhavnagar, Gujarat, India (the “**Bidding Process**”). A Consortium of maximum two (2) members comprising 1) a Designing firm and 2) Construction Firm shall be permitted. Eligibility Bid and Technical Bid shall be submitted physically whereas Financial Bid/ Price Bid shall be submitted online through <https://gmdc.nprocure.com>. The Bidders are required to place pen drive comprising of soft copy of Eligibility and Technical proposal/Bid as part of Technical Bid submission along with Physical copy. The Bids for which the Financial Bid/Price Bid is submitted in hard copy / physical form/ pen drive shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer their Bid which conforms to the Scope of Work and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION IV. Based on Technical evaluation, the Financial Bids/Price Bid of only those Bidders meeting Responsiveness Test and Qualification Criteria as specified in clause 5.1 and 6.2 respectively shall be opened.
- d. In the second stage, a Financial Bid/Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the “**Composite Score**”) derived based on Quality cum Cost based method (the “QCBS”) specified in Clause 6.5 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 by paying a visit to the site, sending written queries to GMDC, and attending a Pre-Bid meeting.

1.3. Acknowledgement by Bidder

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

- 1) Made a complete and careful examination of the RFP.
- 2) Received all relevant information requested from GMDC.

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

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

1.4. Cost of Bidding

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

1.5. RFP Fee

- a) The Bidder or the Lead Member will need to submit a nonrefundable RFP Document/Tender Fee of **INR 17,700 (i.e., RFP fees of INR 15,000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favor of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section or (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on nprocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favor of GMDC Limited through electronic mode is specified below:

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

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.
- c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.
- d) *Relaxation in terms of submission of RFP Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of bid to this RFP.*

1.6. Schedule of Bidding

Event Description	Date, Time and Address																				
Brief Description of work	Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mines, Bhavnagar, Gujarat, India																				
Date from which RFP documents will be available	RFP shall be available from 26/06/2024 from https://gmdc.nprocure.com and company website https://www.gmdcltd.com Interested Bidders can download the RFP documents from this website.																				
Last date for receiving Pre-Bid queries/clarifications	<p>Bidders may send their queries by 14/07/2024 up to 17:00 hrs to following contacts or reach out for any assistance.</p> <p>General Manager (Environment) Email: gm.env.co@gmdcltd.com Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>The queries to be submitted in following format in excel format:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="4">Bidders Request for Clarification</th> </tr> <tr> <th>Name and Address of the Organization submitting request</th> <th>Name and Position of Person submitting request</th> <th colspan="2">Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td colspan="2">Tel: Mobile: Email:</td> </tr> <tr> <th>Sr. No.</th> <th>RFP Document Reference (Section and Page no.)</th> <th>Content of RFP requiring clarification</th> <th>Clarification sought</th> </tr> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Bidders Request for Clarification				Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative				Tel: Mobile: Email:		Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought	1.			
Bidders Request for Clarification																					
Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative																			
		Tel: Mobile: Email:																			
Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought																		
1.																					
Pre-Bid Meeting	Pre-Bid Meeting will be held on 15/07/2024 at 12.00 Hours. Venue of pre-bid meeting will be Corporate Office, GMDC, Ahmedabad (Gujarat).																				
Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place at gmdc.nprocure.com 06/08/2024 up-to 17:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii)																				

Event Description	Date, Time and Address
	<p>submission of price bid along with technical bid will lead to disqualification.</p> <p>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.</p>
<p>Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy</p>	<p>The Technical Bid is to be submitted offline, on or before 08/08/2024 up to 17:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.</p>
<p>Opening of Technical Bid</p>	<p>On 09/08/2024 AT 12:00 Hrs. at GMDC office</p>
<p>Opening of Price Bid</p>	<p>To be indicated to later after completion of Technical Evaluation.</p>
<p>Signing of Agreement</p>	<p>Within 30 days from the date of issuance of LOA.</p>
<p>General and Important Terms and Conditions</p>	<p>GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.</p> <p>The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFP on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum.</p> <p>GMDC reserves the rights to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on https://gmhc.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In</p>

Event Description	Date, Time and Address
	such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

GMDC shall endeavor to adhere to the bidding schedule as specified above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

2. General

2.1. Bid Validity

- a. Bids shall remain valid for a period of not less than 180 days (One Hundred and 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 the expiry of the original Bid Validity Period, GMDC may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP SECTION IV in all respects.

2.2. Numbers of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid as a single bidder or as part of a Consortium, 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 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 qualification criteria specified in this RFP.
 - 2) at any time, a material misrepresentation is made or discovered, or
 - 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - 4) the Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
 - 5) Bidder submits conditional Bid.
- d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Preferred Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process.

2.5. Earnest Money Deposit (EMD)/Bid Security

- a) The bidder or the Lead Member of the Consortium shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/ EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount **INR 1,00,00,000/- (Rs One Crore Only)** shall be provided in favor of "**Gujarat Mineral Development Corporation Ltd**", in any one of the following forms/formats. The List of Approved Banks is provided in Annexure 16.
- i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank by the Government of Gujarat from time to time (except Cooperative Banks) to GMDC as per the Annexure 16 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents (Annexure 14). The validity of Bank Guarantee may be

extended as may be mutually agreed between GMDC and Bidder from time to time as per clause 2 of RFP SECTION IV. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS¹ under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.

- b) ***Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of bid to this RFP.***
- c) 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.
- d) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- e) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- f) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- g) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION IV;
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA

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

- 2) to sign the Agreement within the time period specified by GMDC.
- 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
- 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. Documents And Pre-Bid Conference

3.1. Content of RFP

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

Notice Inviting Tender

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

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 of Section IV. They should send in their queries on or before the date mentioned in clause 1.6 in order to enable GMDC to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations 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 GMDC, 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 of Section. 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 GMDC (i.e. <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>) if required in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

3.4. Amendment of Bidding Documents

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

4. Preparation and submission of bids

4.1. Language of Bid

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

4.2. Bid Currency

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

4.3. Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid must be properly signed by the authorized signatory (the “Authorized Signatory”) as detailed below:
- (1) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm or Proprietorship.
 - (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 favor of the person vesting power to the person signing the Bid.
 - (3) In the case of the Consortium, the duly authorised person of the Lead Member of the Consortium as per the provisions of sub clause (1) and (2) above shall be considered as the Authorised Signatory for the consortium. The Non-lead member of the Consortium shall provide a Power of Attorney to the Lead member as per format provided in the Annexure 11 of the RFP to Authorise it to sign the Bid, communicate on behalf of the Consortium and take lead in execution of the contract on behalf of the Consortium as per the provisions of the RFP.

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 of Section IV and RFP Fees as specified in clause 1.5 of Section IV shall be sealed in an envelope on which the following shall be superscribed:

“Request for Proposal (RFP) for Selection of Service Provider for Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India - EMD and RFP Fees.”

- b) **The Technical Bid** shall be submitted in **Hard copy**. The documents and format to be submitted for Technical Bid shall be as follows for the Single bidder and all the Members of the Consortium as applicable.

Sr. No	Annexure No.	Particulars
1.	1	Letter of Bid Submissions signed by authorized signatory of Bidder or the Lead Member of the Consortium
2.	2	Bidder’s Organization details (For Single Bidder and all Members of the Consortium). Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.
3.	3	Financial Capability (For single bidder and all members of the consortium)

		<ul style="list-style-type: none"> • Statutory Auditor/ Registered Chartered accountants statement specifying audited Turnover for last three Years • Audited Financial statements for last three years as per Qualification criteria.
4.	4	Work Experience details (For Single Bidder and all Members of the Consortium)
5.	5	Team Composition and Task Assignments (for proposed manpower as per clause 5.3 - Technical Criteria of Section IV)
6.	6	Curriculum Vitae (CV)s of all proposed manpower for the Project
7.	7	No Blacklisting certificate on Stamp Paper (For Single Bidder and all Members of the Consortium).
8.	8	Undertaking for non-abandonment of work (For Single Bidder and all Members of the Consortium).
9.	9	Undertaking for information and document provided are true (For Single Bidder and all Members of the Consortium).
10.	10	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 (For Single Bidder and all Members of the Consortium).
11.	11	POA to the Lead Member (to be provided in case of consortium)
12.	15	Joint Bidding Agreement between all the members of the consortium (to be provided in case of consortium)
13.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages. (For Single Bidder and Lead Member).
14.		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. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

“Request for Proposal (RFP) for Selection of Service Provider for Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India - Technical Bid”

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

“Request for Proposal (RFP) for Selection of Service Provider for Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India – Bid submission”

Addressed to:

General Manager (Environment) ,

Gujarat Mineral Development Corporation Limited

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

c) **Financial Bid/ Price Bid (Online)** to be filled up at designated places **only on** <https://gmdc.nprocure.com> as per the format provided in the Annexure 12.

d) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 4.5 of Section IV. Price Bids or any information relating to price submitted in hard copy shall result in rejection of the Bid.

4.5. Bid Due Date

a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6 of this Section.

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

4.6. Late Submission

a) Physical submissions for Technical Bid and EMD&RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.

b) GMDC shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e-tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nprocure. The contact details of (n)Procure are as follows:

(n)Code Solutions (A Division of GNFC Ltd.)

403, GNFC Info tower, Bodakdev,

Ahmedabad - 380054. India

Sales : 079- 4000 7323

Support : 079- 4000 7300

Email : nprocure@ncode.in

4.7. Modification and Withdrawal of Bids

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

5. Bid evaluation criteria

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

5.1. Bidding Condition

- a) Any Designing firm or Construction firm solely meeting the eligibility and qualification criteria shall be permitted to participate as a Single Bidder.
- b) A Consortium of maximum two (2) members comprising 1) a Designing firm and 2) Construction Firm shall be permitted.
- c) The Consortium shall be led by the Lead Member. Any of the two consortium members can be the Lead Member.
- d) The Consortium Members shall enter into a Joint Bidding Agreement as per Annexure 15 of the RFP. Consortium Members shall be jointly and severally liable for execution of the contractual obligations.
- e) The Non Lead Member shall provide a Power of Attorney in favour of the Lead Member of the Consortium as per the format provided in Annexure 11 of the RFP.
- f) Combining of the credentials of the Consortium Members shall be permitted as per the clause 5.2 (i) below.
- g) GMDC shall communicate with the Authorised Signatory of the Lead Member only
- h) No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period without prior consent of GMDC in case the Project is awarded to a Consortium.

5.2. Qualification Criteria

A Single Bidder or all the Consortium Members must meet Qualification Criteria as specified hereunder in order to qualify for next stage of evaluation.

- a) The Single Bidder or all the members of the Consortium, shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated under the Companies Act, 1956 (as amended or reenacted or restated, and including the Companies Act, 2013 as notified from time to time), (Copy of Certificate of

Incorporation, Memorandum and Article of the association of the bidder should be submitted) Or (ii) Partnership firm registered under The Indian Partnership Act (Copy of registered Partnership Deed should be submitted) or a (iii) registered proprietary firm (Copy of sales tax/GST registration, EPF registration, Shop registration certificate, as may be applicable, should be submitted).

- b) The Single Bidders or all the members of the consortium, and/ or its Associate/s from whom the Bidder/s is taking credit for meeting Technical/ Financial Qualification Criteria shall not be blacklisted by any Government Agency (i.e., Government department, PSU or Government company, Urban local body) in India and or abroad in other countries, during last twelve months from the Due Date of Submission, for performance default and/or fraudulent conduct or similar reasons. In this regard, a Self-Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure 7 by the single bidder or all the members of the consortium.
- c) The single bidder or all the members of the consortium, shall have Employees' Provident Funds Registration as per the applicable laws.
- d) The single bidder or all the members of the consortium should not have abandoned any similar Nature of Work nor should their contract have been rescinded during the last five years preceding the Bid Due Date. An affidavit to that effect is to be enclosed (as per prescribed format in Annexure 8 by the single bidder or all the members of the consortium.
- e) The Bidder should have the following minimum experience in India in the last 5 years preceding the Bid due date.

Nature of Participation	Eligibility Requirement
In case of a Single Bidder	Satisfactorily completed at least One (1) no. of Designing and Construction of the Similar Nature of Work
In case of Consortium	Both the Consortium members shall meet the following eligibility requirements separately. (a) For a Designing Firm: Satisfactorily completed at least One (1) no. of Designing of the similar nature of work (b) For a Construction Firm: Satisfactorily completed at least One (1) no. of Construction of the similar nature of work

(The Similar Nature of Work is defined in the clause 5.3 (iii) below)

- f) The Bidder shall have a minimum Average Annual Turnover of Rs. 10 Crore in Last Three Financial Years i.e., 2022-23, 2021-22 and 2020-21.

Nature of Participation	Eligibility Requirement
In case of a Single Bidder	Rs. 10 Crore

In case of Consortium	Combined average annual turnover of Rs 10 Crore for both the Members out of which the Lead Member should contribute minimum 40% of the Turnover requirement.
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- g) The single Bidder or all the members of the Consortium shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Conflict of Interest is specified / defined in clause 9.
- h) The Bidder, in case of the Single Bidder or Consortium, shall meet the Bidding Conditions provided in the Clause 5.1above.
- i) **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.
- d) If the Bidder is a proprietorship firm, then it may can credit FROM Parent /Subsidiary/ Sister concerns provided Proprietor hold more than 50% shareholding or profit sharing in its Parent /Subsidiary/ Sister concerns firms.
- e) 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.

- (iv) In case of the Consortium, the Consortium Members are permitted to combine/aggregate their credentials and to draw credentials from their respective Associates meeting the requirements of clause (i), (ii) and (iii) above to meet the pre-qualification criteria and Technical Score Criteria.

5.3. Technical Score Criteria

The Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of the following technical score criteria. The Technical Score of the Bidder shall be evaluated as per the Technical Score system provided hereunder.

The Bidder, in case of the Bidder can obtain the following technical marks on their own and by drawing the credential of the Associate as per Clause 5.2 (i) above. In case of the Consortium, combining the credentials of the Consortium Member and drawing credentials from their respective associates is permitted as per Clause 5.2 (i) above.

Sr. No.	Marking Criteria	Maximum Marks	Sub Marks
A	Average Annual turnover of the Bidder in last 3 Financial Years i.e., 2022-23, 2021-22 and 2020-21.	10	
1	<i>< Rs. 10 Crore</i>		0
2	<i>Rs. 10 Crore-Rs. 20 Crore</i>		5
3	<i>>Rs. 20 Crore</i>		10
B	Experience of the bidder		
	Experience in the Similar Nature of Works as per the definition provided in clause 5.3 below	30	
1	<i>No Experience</i>		0
2	<i>One completed project from Category 1 OR Category 2 OR Category 3</i>		10
3	<i>One completed project from Category 1 AND Category 2 each OR One completed project from Category 1 AND Category 3 each</i>		20
4	<i>One completed project from Category 1 AND Category 2 AND Category 3 each</i>		30
C	Manpower	25	
1	<i>Project Manager</i>		12
2	<i>Mining Engineer</i>		8
3	<i>Environment Engineer</i>		5

D	Approach and Methodology	35	
1	<i>Detailed Design and Project Execution Approach and Methodology</i>		10
2	<i>Preliminary Design and tentative costing</i>		15
3	<i>Construction plan and timelines</i>		5
4	<i>Resource (Equipment, technology and manpower deployment) plan</i>		5
	Total Marks	100	
	Qualifying marks	70	

- (i) **Documentary evidence:** 1) Statement from the statutory auditor as prescribed in the Annexure 3 certifying/ specifying Turnover, of the Bidder, and also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP. 2) Project Experience as per annexure 4 and CVs of the Manpower as per Annexure 5 and 6. Bidders are mandatorily required to conduct a site visit prior to submission of Bids to understand ground level situation.
- (ii) Aggregating the Financial Capability of any Associate of the Bidder for the purpose of meeting the Financial Capability Criteria shall be permitted. Associate is defined in clause 5.1 (i) of Section IV of the RFP.
- (iii) **Similar Nature of Work:** The Similar Nature of Work shall mean “A completed work of Design and Construction of gabion retaining wall for minimum continuous length of 2 kms, in last 5 years preceding the bid due date, in the following categories;
- Category 1: Mines*
 - Category 2: Tunnels, Hill/ Mountain sides*
 - Category 3: Roads, Bridges, underpasses/Under bridges*
- (iv) The following is the details of the marking for the Manpower concerning their relevant qualification and experience.

Position	Minimum Qualification	Marking criteria
Project Manager (12 Marks)	Educational Qualification <ul style="list-style-type: none"> BE / B Tech/ME/M. Tech (Civil Structures) or equivalent. Experience <ul style="list-style-type: none"> Min Experience: 15 Years 	Length of the experience: <ul style="list-style-type: none"> 15 to 20 years of experience: 4 marks More than 20 years of experience: 6 marks Relevant the experience (completed projects): <ul style="list-style-type: none"> No Similar Nature of Work = 0 Marks One (1) Similar Nature of Work = 2 Marks Two (2) Similar Nature of Work= 4 Marks > Two (2) Similar Nature of Work = 6 Marks
Mining Engineer (8 Marks)	Educational Qualification <ul style="list-style-type: none"> BE / B Tech/ME/M. Tech (Mines Engineering) 	Length of the experience : <ul style="list-style-type: none"> 7 to 10 years of experience: 4 marks More than 10 years of experience: 6 marks

Position	Minimum Qualification	Marking criteria
	Experience <ul style="list-style-type: none"> Min Experience: 7 Years 	Relevant the experience (completed projects): <ul style="list-style-type: none"> No Similar Nature of Work = 0 Marks One (1) Similar Nature of Work = 2 Marks
Environment Engineer (5 Marks)	Educational Qualification <ul style="list-style-type: none"> BE/ B Tech/ME/M. Tech (Environment Engineering) Experience <ul style="list-style-type: none"> Min Experience: 5 years 	Length of the experience: <ul style="list-style-type: none"> 5 to 7 years of experience: 2 marks More than 10 years of experience: 3 marks Relevant the experience (completed projects): <ul style="list-style-type: none"> No Similar Nature of Work = 0 Marks One (1) Similar Nature of Work = 2 Marks

The above manpower, except Project Manager, can be either the employee of the Bidder or Associate/Consultant to the Bidder. The Project Manager must be the employee of the Bidder. In case the above manpower is the employee of the Bidder, it shall be substantiated through the signed copies of the latest Form 16 as per the Income Tax Act. In case the Manpower is an Associate/Consultant, a signed letter from such Associate/Consultant ensuring their availability and commitment towards deployment for the Project throughout the Contract period shall be Submitted. Pursuant to the above, however, in **the case** of the Consortium, the Project Manager must be the employee of the Lead Member of Consortium.

5.4. Financial Score

- (i) The Bidder shall be required to quote Aggregated “**Contract Price**” (Price exclusive of GST but inclusive of all other taxes, costs and expenses) in INR terms only for executing the Scope/TOR as per the reference Price Bid format provided in Annexure 12.
- (ii) The Price Bid of only Technically qualified Bidders (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum qualifying marks in the Technical score system shall be opened.
- (iii) The Financial Score of each bidder based on its Aggregated Contract Price for the projects shall be evaluated as follows:

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

Where;

FiL is the L1 (Lowest Bidder)’s Consulting Fees.

FiC is the Consulting Fees quoted by Bidder.

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

6. Evaluation Process

6.1. Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 of Section IV in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such an opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's name, the presence or absence of requisite RFP Fees and Bid Security and such other details as GMDC 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 6.1.

6.2. Evaluation of Technical Bid

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

b) Assessment of Qualification Criteria

- 1) GMDC shall examine and evaluate the Qualification of each received Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Qualification Criteria specified in clause 5.2 in order to qualify for next stage of assessment.
- 3) The Financial Bids/ Price Bids of only Qualified Bids shall be opened. Evaluation of Financial Bid/ Price Bids of only Qualified Bids/ Bidders shall be carried out.

6.3. Opening of Price Bid

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdc.nprocure.com> as per the indicative format specified in Annexure 12 to this RFP.
- (ii) The Price Bids of the Bidders determined to be Responsive and meeting the Qualification Criteria in accordance with Clause 5.2 and 5.3 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 6.3 in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall evaluate the Price Bid in accordance with the provision set forth in clause 6.4 below.

6.4. Evaluation of Price Bid

- a) The Price Bid of only Qualified Bidder passing the Responsiveness Test specified in clause 6.2 (a) and meeting the Qualification Criteria specified in Clause 5.2 shall be opened. The Price Bid opening process is specified in clause 6.3.
- b) Bidders are required to quote Lump Sum price for 2 km Long Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mines, Bhavnagar, Gujarat, India as specified **Annexure 12** of this RFP.
- c) The price for above shall be quoted on a lumpsum basis and shall be inclusive of all taxes, except GST. The price should include the cost if may occur during Defect Liability Period of 10 years. Applicable GST at the time of invoicing shall be paid by GMDC.
- d) The Bidders are required to Quote for the cost of the detailed design of the retaining wall for the entire estimated length of 2 km and the cost of Construction of the retaining wall for the entire 2 km as per the price bid format.
- e) The Service Provider shall be required to commence Construction Work only for the first km of the Retaining Wall after approval of the Design. GMDC shall, at its own discretion, shall issue a request order/instruct the Service Provider to execute Construction works for the Second km prior to the completion of First km or after completion of the First km within the similar timeline and at similar cost of the first km of the Retaining Wall, however subject to satisfactory performance of the Service Provider.

- f) GMDC shall determine the responsiveness of Price Bid of Bidder in relation to the Market rates, Authority's Internal Estimate, Good Industry Practice or inter-se allocation of costs between different heads. In case the bid is found to be seriously imbalanced, inconsistent or far variant in above respects, GMDC shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid all Bidders to demonstrate the above. In case of the Price Bid of the Bidder, which is unrealistically lower or Higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive. GMDC also retains the right to suggest rebalancing between different costs heads to balance out any front ending of costs. GMDC also retains the right to cancel the bid and order re-bidding in the event of high costs in relation to above.

6.5. Composite Score

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

6.6. 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.

6.7. 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 of section IV.
- In case the Bidder has Conflict of Interest as per clause 9 of Section IV.
- a Bidder makes an effort to influence GMDC in its decisions on Evaluation process/Selection process.
- while evaluating the Bid, if it comes to GMDC'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.
- c) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Consultant , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Consultant. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.8. Contacts during Bid Evaluation

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

6.9. 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.

6.10. Confidentiality

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

7. Selection of Service Provider and Signing of Agreement

7.1. Notification of Award

- (i) Prior to expiry of the Bid Validity Period, GMDC 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 GMDC 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 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 Rs. 300 can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of Agreement, the Successful Bidder shall be called the “Service Provider”.

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, in the form of a Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 13) as below (the “Performance Security”). The Performance Security shall be submitted in two parts as follows;
 - a) The Performance Security of amount equivalent to 10% of the accepted Aggregated Contract Price valid till completion of the Contract Period. The Successful Bidder shall submit this Performance Security within 20 days from the LOA. The above Bank guarantee shall be handover to the Service Provider after Issuance of the Construction Completion Certificate and after submission of fresh Performance Security for the second part as follows;
 - b) The Bidder shall submit a fresh Performance Security of amount equivalent to 5% of the Final Completion Cost of Construction of the retaining wall shall be submitted and it shall remain valid till the end of the Defect Liability Period of five years.
- (ii) Above performance Security(ies) shall be submitted in favor of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank to GMDC. The Performance Security shall be submitted in the form of BG./ DD/RTGS
- (iii) In case the Contract Period is extended then the Service Provider shall have to renew Performance Security for a period of extended Contract Period.

- (iv) If the Successful Bidder fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.
- (v) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - a) in the event GMDC requires to recover any sum due and payable to it by the Service Provider including but not limited to Damages; and which the Service Provider has failed to pay in relation thereof; and
 - b) in relation to the Service Provider's breach in accordance with the terms contained in the Agreement.
- (vi) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement. The Service Provider shall within 15 (fifteen) days of such encashment either replenish, or provide fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (vii) Upon full or partial encashment and appropriation from the Performance Security at any time during its Validity Period, pursuant to clause 3(i)(g)(i,ii and iii) of Section III, and as provided anywhere else in the RFP, the Service Provider shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Service Provider shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a Service Provider's breach and entitle GMDC to terminate this Contract in terms hereof as per Clause 9 of Section VI.
- (viii) At the end of the Contract Period, the Performance Security shall be returned to the Service Provider without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

7.4. Commencement of Work/Assignment

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

7.5. Proprietary Data

Subject to the provisions of the RFP, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the Service Provider, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected,

analyzed, processed or in whatever manner provided by the Service Provider to GMDC in relation to the this Project pursuant to the Scope of Work shall be the property of GMDC.

7.6. Tax Liability

- (i) The rates quoted in Price Bid Annexure 12 for capital items shall be inclusive of all taxes, duties, surcharge Levies , GST etc. as applicable (“Price Quote”) . The rates quoted for CAMC charges shall be inclusive of all taxes except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) GMDC shall be entitled to deduct tax at source as may be applicable as per the Indian Law. 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, GMDC shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Service Provider as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Service Provider as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:

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

9. Conflict of Interest

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder’s Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
- b) GMDC requires that the Service Provider provides professional, objective, and impartial advice and at all times hold GMDC’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of

not being able to carry out the assignment in the best interests of GMDC.

- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
- A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
- (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
- (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its member or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders, or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service Provider will

depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the Service Provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subService Provider due to prior, current contracts, engagements, or affiliations with GMDC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever other than as per provisions laid out in this Agreement.
- e) The Service Provider shall be deemed to be acting as an independent Service Provider of GMDC and shall not be deemed an agent, legal representative, joint venture or partner of GMDC. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

SECTION V: PAYMENT TERMS

The following shall be the payment terms for each activity

A: Payment terms of detailed design and engineering of the retaining wall.

Sr. No.	Payment Milestone	Payment (% of Contract Price for Designing)	Submission and Approval required for the Payment
1	Mobilization advance	10%	Copy of acknowledgement of LOA
2	Approval of Draft design (Part A: Task (i) to (iii))	40%	<ul style="list-style-type: none"> • Drawings and technical details as per Task (i) to (iii).
3	Approval of final design (Part A: Task (i) to (vi))	50%	<ul style="list-style-type: none"> • Copy of final Vetted design • Good for Construction Drawings and final technical details as per Task (i) to (vi).
Total		100%	

B: Payment terms for Construction of the retaining wall.

Sr. No.	Payment Milestone	Payment (% of Contract Price for Construction)	Submission and Approval required for the Payment
1	Mobilization advance	10%	Upon approval of Design
2	Completion of 25% Construction work as per the Approved BOQ.	15%	Upon issuance of Work 25% Completion Certificate by GMDC.
3	Completion of 50% Construction work as per the Approved BOQ.	25%	Upon issuance of Work 50% Completion Certificate by GMDC.
4	Completion of 75% Construction work as per the Approved BOQ.	25%	Upon issuance of Work 75% Completion Certificate by GMDC.
5	Completion of 100% Construction work as per the Approved BOQ.	25%	Upon issuance of Work 100% Completion Certificate by GMDC after quality checks & test certificates.
Total		100%	

- a) In case GMDC decides to Construct only 1 km of Retaining Wall at the time of commencement of the Construction Period, the cost of Construction for the above shall be considered on the pro-rata basis. For avoidance of doubt, it is clarified that, cost of any 1 km of the Retaining Wall shall be considered at 50% of Approved Total Estimated Project Cost of entire length of 2 km of Retaining Wall by GMDC.
- b) The payment for the cost of Retaining Wall under Construction shall be made as per the milestones provided in the table above.
- c) All payments shall be made by GMDC to the Successful bidder within 15 days from receipt of the invoice after making (i) any tax deductions at source as applicable under Income Tax law governing in India and (ii) deduction pertaining to Service Levels.
- d) 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.
- e) For the construction activity, GMDC shall deduct a retaining amount of @ 2.5% of the total invoice amount from the running invoices (Sr. no 2 to Sr, no 5 in the Table B). The retention money shall be paid in the final invoice after adjustment with regard to Service Levels and liquidated damages.
- f) There shall not be any payment made to the Service Provider for rectification of any defect occurred during the Defect Liability Period, due to poor workmanship and/ or quality material used and due to negligence in the maintenance of the Retaining Wall of the Service Provider. However, in case of any rectification required due to Force Majeure event during the Defect Liability Period, GMDC shall make the payment to the Service Provider on case-to-case basis.

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

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

WHEREAS

- A. GMDC vide its Request for Proposal, dated ____ invited Bids from competent parties through transparent and competitive bidding process for “**Request for Proposal (RFP) for Selection of Service Provider for Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India**” as per the terms specified in RFP and this Agreement (hereinafter called the “**Project/ Assignment**”);
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Service Provider dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. _____ dated _____ accepting the particular Bid Proposal.
- C. The Service Provider has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the Service Provider for **Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India** on the

terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (GMDC and Service Provider) 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 (which shall be placed as Schedule I in the contract when it is executed)
5. Payment Terms provided in RFP (which shall be placed as Schedule II in the contract when it is executed).
6. Service Provider'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

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:

- **"Authority/ GMDC"** means the Gujarat Mineral Development Corporation Ltd or its authorized representatives who has invited Bids from competent and interested parties for design and construction of retaining gabion wall along the mine dumps of Surkha North Mines, Bhavnagar, Gujarat, India.

- **“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, and applicable to the Project.
- **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the constructions of the Works/Project during the subsistence of this Agreement.
- **“Authorized Signatory”** means the Person Authorized by the bidder firm to sign the bid, correspond with GMDC, make representation to GMDC as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.
- **“Associates”** shall have a meaning specified in Clause 5.1i) of the ITB.
- **“Bid/ Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
- **“Bidder”** means legally registered firm, including a sole proprietor or a partnership firm or a company, who submits a Bid/ Eligibility and Qualification Submission along with RFP Fees under this RFP within the stipulated Due Date and Time of Submission.
- **“Bidding Documents”** means document comprising RFP its annexure and schedule thereof.
- **“Bid Process/ Selection Process”** means the process of selection of the Successful Bidder through single stage competitive bidding process which includes submission of Bids, Price Bid EMD scrutiny and evaluation of such Bids and Bids as set forth in the Bidding Document.
- **“Bid Security”** or **“Earnest Money Deposit (EMD)”** means Security to be furnished by the Bidder at RFP stage in accordance with provisions of RFP.
- **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned project as per provision of RFP.
- **“Conflict of Interest”** shall have a meaning specified in clause 9 of this RFP.
- **“Defect”** means any defect or deficiency in Construction of the Works or any part thereof, which does not conform with the Specifications and Standards.
- **“Defects Liability Period”**: The Defect Liability Period shall be 5 years. Such Defect Liability Period shall start from the date of issuance of Completion Certificate issued by GMDC.
- **“Drawings”** include any construction drawing and calculations and other information provided or approved for the execution of the project.
- **“Equipment”** is the machinery and vehicles brought to the Site to construct the Works.
- **“Lead Member”** shall have the meaning as specified in clause 5.1 of Section IV.

- **“Letter of Acceptance” or “LOA”** means the letter issued by GMDC to the Successful Bidder to provide the service according to the scope of work in conformity with the terms and conditions set forth in the Bidding Documents.
- **“Materials”** are all supplies, including consumables, used by the bidder for incorporation in the Works.
- **“Preferred Bidder”** shall mean the Bidder who qualifies the RFP (meeting Eligibility and Qualification Criteria and whose Bid is responsive as per clause 1.1 (d) of RFP and price bid turned out to be Lowest and Responsive as per the provisions of RFP.
- **“Retaining Wall/ Retaining Gabion wall”** shall mean a retaining wall with reinforced soil system with geogrid reinforcement and gabion stone facia.
- **“RFP” and / or “RFP Document”** means RFP document along with Annexure attached issued for the purpose of selecting a Service Provider for the Project.
- **“Service Provider”** shall mean the entity who would provide the said services in the RFP for GMDC.
- **“Site/ Project Site”** is the area defined in which the project is executed.
- **“Site Investigation Reports”** are those reports about the surface and subsurface conditions at the Site.
- **“Successful Bidder”** shall have meaning as specified in clause 7.1 of this RFP
- **“Quantity Variation”** means difference in quantities of items from estimated and actual, which is required to complete the Work as per the Technical Specification.
- **“Price Variation”** means difference in prices of items from estimated and actual, which is required to complete the Work as per the Technical Specification.
- **“Vandalism”** means destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub Service Provider of the Successful Bidder

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 Service Provider. The Service Provider shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4. Rights and Obligations

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

- a) the Service Provider shall carry out the Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India in accordance with the provisions of the Agreement; and
- b) GMDC shall make payments to the Service Provider in accordance with the provisions of the Agreement.

1.5. Governing Law and Jurisdiction

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

1.6. Language

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

1.7. Table of Content and Heading

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

1.8. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent

by registered mail, telex, telegram or facsimile to such Party at the address specified hereunder.

If to Authority.

General Manager (Environment)

Email: gm.env.co@gmdcltd.com

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

Mobile: +91 9909031790

If to Service Provider.

1.9. Location

The project has to be carried out in GMDC's Surkha (North) Lignite mines, Bhavnagar, Gujarat, India.

1.10. Authorized Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Service Provider may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be General Manager (Environment)
- c) The Service Provider may designate one of its employees as Service Provider's Representative. Unless otherwise notified, the Service Provider's Representative shall be the 'Project Engineer' or _____

2. General Terms

2.1. Effectiveness of Agreement

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

2.2. Use of the Facility

The Service Provider shall not use the Project site (the "Facility") for any purpose other than for the purposes specified in the Scope of Work. The Service Provider shall not at any time do, cause or permit any nuisance on the Project site/ do anything which shall cause unnecessary disturbances or illegal activities.

2.3. Rights and Title over the Project Site

GMDC shall remain the sole owner of the Project. The Service Provider hereby assures and undertakes that:

- a) It shall have rights to use the Project facility only for the purpose of Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India during the Contract Period and in accordance with the provisions of this Agreement.
- b) It shall not Part with or create any Encumbrance on the whole or any Part of the Project Site.
- c) The rights are being granted to the Service Provider purely for the specific purpose of Design and construction of the wall and maintenance during Defect Liability period. The property shall remain a property fully controllable by GMDC. Under no circumstances shall this Agreement create any interest of the Service Provider in the property of any nature analogous to lease, ownership, partial or full title. GMDC shall continue to possess the right to evict the Service Provider from the site at any time as per the terms and conditions of this Agreement.
- d) Under no circumstances does the Service Provider shall have any rights over the land, property, buildings, utilities, equipment or any structure standing on the site of the Project other than those rights which are expressly given under this Agreement and the Service Provider agrees to vacate the Project facility peacefully at the end of the Agreement Period.

2.4. Existing Structure and Surroundings of the Facility

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

2.5. Facility to be free from Encumbrances.

The Service Provider 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 Service Provider 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.

2.6. 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 Service Provider 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 2.6 (a) , on matters not covered by this Agreement, the provisions of RFP shall apply.

2.7. Modification of Agreement

- a) Modification of the terms and conditions of this Agreement, including any modification of the scope of the supply and services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.
- b) Without Prejudice to the provision stated in subclause a) hereinabove, Managing Director, GMDC shall have rights to take suitable decision and action in case of requirement to amend/ alter the Agreement conditions/ scope of the supply and services/ extension of the Contract Period/ allotment of additional quantities of work/ fees etc., if necessary, after considering the conditions prevailing at that time.
- c) For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or increase and/or reduce the contract services or supply at any time without giving any notice or reason to the Service Provider and without incurring any responsibility. For such cases, the Service Provider shall have to take away his staff and shall leave the site at once or shall have to carry out the instructions of the GMDC.

2.8. Agreement Period / Contract Period

- a) Unless terminated earlier pursuant to RFP provisions hereof, this Agreement shall, the Agreement Period shall be segregated into two parts as follows;
- a. Detailed Design Period; and
 - b. Construction Period along with Defect Liability Period.
- b) The Design Period Shall be considered as per the timeline for submission of the Detailed Design provided in the Clause 2 of the Section II. The Construction Period shall start from the date of Approval of Detailed Design by GMDC. The Defect Liability Period shall start after issuance of the Construction Completion Certificate by GMDC after completion of the Construction Works. Defect Liability Period of 10 years shall commence from the Date of issuance of Construction Completion Certificate.
- c) The Agreement shall remain in force **until the completion of the Design Period, construction of the whole 2km length of the wall and for the Defect Liability Period**

of 10 years for entire constructed length of the Retaining Wall, from the date of Signing of Contract (the “Contract Period”). The timeline for design and construction work is provided in the clause 2 of section II of the RFP.

- d) In case of separate timelines for commencement of Construction work for first 1 km of the retaining wall and the remaining/ second 1 km of the retaining wall, the Agreement Period shall be considered and modified accordingly for each phase as per the provision of sub clause (b) above.
- e) Upon early Termination, GMDC shall make payments of all amounts due to the Service Provider hereunder for which the services were delivered.

3. Obligations of the Service Provider

3.1. Scope of Work

The Scope of Work to be performed by the Service Provider is specified in the RFP SECTION II. The Service Provider shall be required to execute the Scope of Work professionally and diligently and in adherence to the timelines specified therein.

3.2. Standard of Performance

- a) The Service Provider shall perform the scope of work and carry out their obligations stated in this Agreement with all due diligence, in accordance with generally accepted professional practices, and shall observe sound management practices, and employ appropriate, safe and effective methods.
- b) The performance of the Service Provider shall be assessed based on the Service Level Agreements specified in Section III of the RFP.

3.3. Responsibilities during Design and Construction of the wall

- a) Subject to and terms and conditions of this Contract, the Service Provider at its cost and expense shall undertake survey, engineering, Drawing, BoQ preparation, procurement, erection, fabrication and construction, repair and rectification of the Project and fulfil and comply with all obligations set out in the Contract Conditions, Scope of Work and Technical Specifications.
- b) Performance of all obligations under this Contract in accordance with the Technical Specifications, Contract Conditions, Good Industry Practice and as a reasonable and prudent person.
- c) The Service Provider shall remedy all loss or damage to the Project or Material to be incorporated in the Project from the Start Date till the end of the Defect Liability Period at Service Provider’s cost if such loss or damage is attributable to the Service Provider’s acts or omissions.

- d) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Service Provider's obligations under this Contract.
- e) Service Provider shall not do or omit to do any act, deed or thing which may in any manner violates any of the provisions of this Agreement.
- f) Service Provider shall support, cooperate with and facilitate GMDC in the implementation and operation of the Project in accordance with the provisions of this Contract.
- g) Service Provider shall take insurance policies of Works, Plant& Materials, its employees and Third party insurance as per the provision of this Contract.
- h) The Service Providers shall also give a list of machineries in his possession and that he proposes to use the work.
- i) The Service Provider is responsible for safety of its people deployed on Project. He shall have to arrange for the supply of gumboots, Hand gloves, mask etc. invariably to the laborers/workers engaged by the Service Provider on asphalt work.
- j) The Service Provider shall deploy adequate and good quality of equipment required for construction and repair and rectification during Defect Liability Period. It also has to abide by the direction by GMDC during the work, if any.
- k) The Service Provider shall not have any legal rights on the Site and the Service Provider is required to use Project site to carry out the Project Works only.
- l) The Service Provider is required to provide the colour photograph displaying the date and time of the Completed Work along with the Bill as and when demanded by GMDC.
- m) Service Provider shall have deployed adequate plant, machinery, manpower, equipment, DG set, supervisory staff etc. to carry out simultaneous work on all locations.
- n) Service Provider shall bear full risk in and take full responsibility for the care of the Works/Project and Materials, equipment for incorporation therein from Start Date until the end of Defect Liability Period except to the extent that any loss of or damage to the same shall arise out of any default or neglect of GMDC .

3.4 Responsibilities during the Defect Liability Period

- a) Comply with applicable laws and permits in performance of its obligations during Defect Liability Period.
- b) The Service Provider shall undertake the Scope specified in Section II pertaining to Defect Liability Period diligently and with utmost care.

3.5 General Obligation of GMDC

- a) GMDC is responsible for correctness and completeness of the Scope of the Project.
- b) GMDC shall provide Site to Service Provider for carry out its obligations under this Contract and Scope of Work.
- c) Collaborate with the design team during the conceptualization and development of the reinforced soil wall design. Make informed decisions on design alternatives, materials selection, and construction methods.
- d) Procure all applicable permits relating to environment protection and site conservation if applicable.
- e) Upon written request from the Service Provider, subject to Service Provider complying with applicable law, provide reasonable support to Service Provider for obtaining applicable permits.

3.6 Employment of competent Personnel

- a) The Service Provider shall employ competent technical personnel or other technical persons as submitted as part of the bid and approved by the GMDC for the design, construction work and Repair and rectification work. GMDC will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than existing competent technical personnel.
- b) If GMDC asks the Service Provider to remove a person who is a member of the Service Provider's staff or work force, stating the reasons, the Service Provider shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

3.7 Electricity, Water and other services

- a) The Service Provider shall be responsible for the provisions of all electricity, water and any other services that may be required for execution of Works.
- b) **Water Supply:** The Service Provider shall arrange at his own cost, a suitable supply of piped water for the construction of the works and provide a satisfactory supply of potable water for drinking, washing, sanitation, cleaning down and as may be required for execution of Work. The Service Provider will be responsible for all the costs where applicable of connection, meter installation, water consumed, water required for testing purposes, disconnection and the laying, maintenance and ultimate removal of any distribution system around the site. If Service Provider wishes to get the water supply from GMDC, if available then water connection at one point will be given. The Service Provider will arrange balance distribution. Recovery at the actual charges as per prevailing norms of the respective water authority will be charged by GMDC for the actual consumption. In case of non-

availability of water supply by GMDC, then it is the responsibility of the Service Provider to arrange for the water supply at his own.

- c) **Electricity:** The Service Provider is required to make its own arrangement, at its cost, for obtaining electricity connection. Payment of all costs in this regard will be the responsibility of the Service Providers. In case if there is any delay in supply of power at site or any interruption or fault in the power during the work. No compensation shall be paid for idle labour staff, machineries and for use of diesel operating sets etc. as the case may be and no extra time limit shall be granted. In case of failure of the non-payment of power consumption charges, GMDC reserves the right to deduct the same from the Performance Security submitted.
- d) The Service Provider is also required to set up Workshop at its own cost for fabrication works and storage of material, if required.

3.8 Liability in case of Damage done in surrounding areas

- a) Compensation for all damage done intentionally or unintentionally by Service Provider's labourers whether in or beyond limits of GMDC property shall be estimated by the project office head/ representative of GMDC, or such other Officer as he may appoint, shall be final and the Service Provider shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Service Provider as damages from Performance Security.
- b) The Service Provider shall reinstate the damage done to surrounding and project area at his own cost if such damage is due to omission and default of the Service Provider.
- c) The Service Provider shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall also pay the damages and cost that may be awarded by the court in consequence.

3.9 Obligations regarding labour laws

The Service Provider shall have to adhere to the applicable labour laws including for wages during the Contract.

3.10 Service Provider to Execute the Works

- (i) The Service Provider shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with Technical Specifications, Drawings and Good Industry Practice.
- (ii) The Service Provider shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing for the work vetted by the national organization and approved by GMDC.. The design and the drawings shall be lodged in the Project

office head to which the Service Provider shall be entitled to have access for the purpose of inspection at such office during office hours.

3.11 Obligations relating to Ownership of Service Provider Company

Service Provider shall not undertake or permit any changes in its ownership, except with the prior approval of GMDC during the project construction Period.

3.12 Service Provider's Risk

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract on any default or neglect of Service Provider is the responsibility of the Service Provider

3.13 Applicable Laws

The Service Provider shall perform the scope of work in accordance with the Applicable Laws and shall take all practicable steps to ensure the Personnel and agents of the Service Provider, comply with the Applicable Laws.

3.14 Conflict of Interest

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

3.15 Service Providers not to Benefit from Commission, Discounts etc.

The remuneration of the Service Providers pursuant to Payment Terms specified in RFP SECTION V hereof shall constitute the Service Provider's remuneration in connection with this Contract or the supply and services and, the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the supply and services or in the discharge of their obligations hereunder, and the Service Provider shall use their best efforts to ensure that any Personnel and agents of them, similarly shall not receive any such additional remuneration.

3.16 Service Providers and Affiliates not to engage in Certain Activities

- (a) The Service Provider 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 Service Provider 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 Service Provider agrees to a professional responsibility to maintain the confidentiality of GMDC's information.

3.17 Confidentiality

The Service Provider and their personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; (d) which is required to be submitted to any regulatory, statutory or governmental authority; (e) information related to contract's scope which the Service Provider can share as the credential of the Service Provider in future after the 1 (one) year beyond the contract period.

3.18 Reporting Obligations

The Service Provider shall submit to GMDC the documents, log sheets, reports, etc. as mutually agreed time to time and within the time periods set forth. Additionally, the Service Provider shall also submit reports twice a year as mentioned in the RFP.

3.19 Insurance to be taken out by the Service Provider.

- (i) The Service Provider shall procure and maintain, at its own cost, all time during the subsistence of contract, below mentioned insurance.

Sr. No	Type of Insurance	Minimum Cover for Insurance
1	Fire and allied natural calamities, and any other reasons for Loss or damage to Works, Project and Plant and Materials	Full replacement cost
2	Fire and allied natural calamities, and any other reasons for damage Loss or damage to Equipment.	Full replacement cost
3	Damage or Loss to Other Property (except the Works, Plant, Materials, and Equipment) in connection with the Contract	Full replacement cost

4	Personal injury or death insurance: a) for other people; (Comprehensive Third Party Insurance)	In accordance with the statutory requirements applicable to India
	for Service Provider's Employees (i.e. Workmen's compensation insurance)	In accordance with the statutory requirements applicable to India

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

(iii) Validity of the Insurance Cover

The Service Provider 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 GMDC for each year/ policy period. If at any time the Service Provider fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, GMDC may at its option purchase and maintain such insurance and all sums incurred by GMDC therefore shall be reimbursed by the Service Provider forthwith on demand, failing which the same shall be recovered by GMDC by encashment of Performance Security, exercising right of set off or otherwise.

(iv) The Service Provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including specialists deployed by the Service Provider as well as assets 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 Service Provider or its specialists associated with the Service Provider for the purposes of the Services, nor for any member of any such person.

3.20 Indemnity

(i) The Service Provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including the manpower employed at project site as well as the assets deployed by the Service Provider to perform scope of work specified under this Contract or any asset /equipment deployed by the Service Provider for the execution of the scope.

(ii) The Service Provider shall indemnify GMDC for any physical damage to the Project/ equipment occurred due to reasons attributable to the Service Provider/its' staff. On

the occurrence of such events, the Service Provider shall cure the Project at its own costs and reinstate the wall at its original condition.

- (iii) The Service Provider 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 Service Provider shall also fully indemnify, hold harmless and defend GMDC indemnified persons from and against any loss or damages arising out of or with respect to:
 - Failure of Service Provider to comply with Applicable laws and Applicable permits.
 - Payment of taxes required to be made by Service Provider in respect of income or other taxes of Service Provider's Service Providers, Service Providers and representatives.
 - Non-payment of amounts due as a result of materials or services furnished to the Service Provider or any of its Service Providers which are payable by the Service Provider and its Service Providers.

3.21 Safety Obligations

- (i) The Service Provider shall be responsible for the safety of all activities on the Site. The Service Provider shall strictly comply with all applicable safety standards and safety standards as specified in Technical Specifications in addition to the safety standard suggested by IRC guidelines.
- (ii) The Service Provider will be required to maintain and carry out practices for Environment, Health and Safety (EHS) as per Good Industry Practices.
- (iii) During the course of this Agreement, the Service Provider must satisfy all safety requirements as per the statutory requirements and Good Industry Practice. The Service Provider shall also ensure that safety requirements are followed without any deviations throughout the Contract Period at its own cost.
- (iv) The Service Provider shall be responsible for the safety of its staff deployed and it shall bear all financial, and legal liabilities associated with any safety incident.
- (v) The Service Provider shall take the highest precautions for the safety and security of its staff while carrying out its responsibilities.
- (vi) The Service Provider shall bear complete responsibility for the safety and security of the Project/ staff employed throughout the Contract Period.
- (vii) All costs and expenses arising out of or relating to meeting the Safety requirements and for providing medical, or for making any corrections in the Project facility for safety purposes shall be borne by the Service Provider.
- (viii) Service Provider must not tamper with GMDC's or other Service Providers' equipment. GMDC's electric cables can't be touched without permission. The Service Provider must employ qualified electricians for temporary electrical installations' maintenance.

3.22 Accounting, Inspection and Auditing

- (i) The Service Providers 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 Service Provider to disclose to GMDC any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with Service Provider's business, payroll information, or information or material that constitute, in the opinion of Service Provider's legal counsel, legally privileged documents or information that Service Provider is bound to maintain as confidential by written obligation to a third party.

3.23 Sub Contracting

- (i) GMDC may permit Sub Contracting for specific activities upon written request from the Service Provider. However the Sub Contracting shall not exceed 20% of the total Estimated Project Cost.

4. Force Majeure

4.1 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 Service Provider or any Affiliate of the Service Provider or any Service Provider 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 Service Provider 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 GMDC 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 Service Provider in any proceedings for reasons other than failure of the Service Provider 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 GMDC;
- 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 Service Provider or any of the Service Providers to perform their respective obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider'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

4.2 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 15 days 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 4.4 of this Agreement, and
- e) any other relevant information.

Within 15 days following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.

No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. The Affected Party shall be excused from its obligations as per Clause 4.6 of this Agreement.

4.3 Consequences of Force Majeure Event

- (i) Provided it complies with Clause 4.2, 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 4.6 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 Service Provider and is unable to perform the entire scope of work as stipulated in this Agreement, the Contract timelines shall be

extended suitably by the period for which the entire operations for the Project have been suspended due to the said Force Majeure Event.

- (iii) During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to be reimbursed for payment due up to the Services Delivered as per Scope of Work completed as provided in RFP Section II.
- (iv) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with this Agreement.

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

4.5 Termination

- a) 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”.
- b) In case of Termination, Authority shall.
if Termination occurs after the Supply, Installation and Commissioning.
 - 1) Retain possession and control of all assets/ equipment/ used in Project along with the purchased spares forthwith.
 - 2) Prohibit the Service Provider 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 Service Provider.
- 4) GMDC shall return Performance Security to the Service Provider.

In case Termination occurs prior to the execution of the Project, in such case GMDC shall return the Performance Security.

4.6 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 Service Provider and the Force Majeure Event has the reduced the Service Provider incapable/ unable to perform the Scope of work, then in such an event the payment shall stand suspended until such time as the Service Provider resumes activities in terms of the Agreement.

4.7 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.

5. Suspension of Agreement

GMDC may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider 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 Service

Provider to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Service Provider of such notice of suspension.

6. Obligations of GMDC

6.1. Assistance in clearance

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

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

6.2. Payment

In consideration of the supply and services performed by the Service Provider under this Agreement, GMDC shall make to the Service Provider such payments and in such manner as is provided in RFP Part – V.

6.3. Documents and Other Support

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

7. Payment To the Service Provider

GMDC shall make payment to Service Provider as per the terms specified in SECTION V of RFP.

8. Liquidated Damages

- (a) In case of delay solely attributable to the design, construction, and maintenance, then liquidated damages as specified in Section III shall be applicable.
- (b) In addition to the liquidated damages not amounting to penalty, as specified in Clause above, warning may be issued to the Service Provider for minor deficiencies on its part.
- (c) GMDC shall have the right to claim damages as per the Service Level Agreements specified in section III of this RFP.

- (d) 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 GMDC then GMDC may initiate penal actions as permitted under law including but not limited to encashment of Bank Guarantee in lieu of Performance Security.

9. Performance Security

- (i) The Successful Bidder shall furnish Performance Security as per the provision of the Section IV
- (ii) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - a) in the event GMDC requires to recover any sum due and payable to it by the Service Provider including but not limited to Damages; and which the Service Provider has failed to pay in relation thereof; and
 - b) in relation to Service Provider's breach in accordance with the terms contained in the Agreement.
- (iii) The provisions relating to replenishment and/or re submission of the Performance Security shall be as per clause 3 of Section III and Clause 9 of Section VI of the RFP.
- (iv) At the end of the Contract Period, the Performance Security shall be returned to the Service Provider without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

9.1. 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 Service Provider in the event of breach of this Agreement or for recovery of liquidated damages/ damages or penalties specified in Section III.

10. Quality Control

10.1. Accuracy

- (a) The Service Provider shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith.
- (b) The Service Provider shall abide by the standards and provisions specified in Technical Specifications, Drawings and BoQs which will be prepared, and vetted and approved by GMDC.
- (c) If, at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the Service

Provider, on being required to rectify such errors after consultation with GMDC, at his own expense do so to the satisfaction. If however, such error is based on incorrect data supplied in writing by GMDC, the expenses of rectifying the same shall be borne by GMDC. The Service Provider shall carefully protect and observe all benchmarks and other things used in the Works.

10.2. Identifying Defects during construction period

- (a) The Project office head/ representative of GMDC, appointed by GMDC shall check the Service Provider's work and notify the Service Provider of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. GMDC may instruct the Service Provider to search for a Defect and to uncover and test any work that considers may have a Defect.
- (b) The Service Provider is responsible to remedy any such defects identified by GMDC or its representative. In such cases, Service Provider shall take appropriate measures indicated by GMDC.

10.3. Tests

The Service Provider shall be solely responsible for :

- (a) Carrying out the mandatory tests prescribed by the Specifications / Relevant Indian Roads Congress Specifications / Relevant Bureau of Indian Standards (BIS)/ Test necessary and any other relevant standards as specified by GMDC.
- (b) For the correctness of the test results, whether performed in his laboratory or elsewhere.
- (c) If the representative of GMDC instructs the Service Provider to carry out a test not specified above, to check whether any work has a Defect and the test shows that it does, the Service Provider shall pay for the test and any samples.
- (d) The cost of all such Tests shall be borne by the Service Provider.

10.4. Correction of Defects or unsatisfactory works

- (a) The Service Provider shall be responsible to make good and remedy at his own expense any defect or unsatisfactory works or not as per the Technical Specifications which may be noticed or observed during the testing or inspection/supervision of GMDC.
- (b) GMDC shall give the Service Provider a notice through phone call/ email/ fax writing about the defects and the Service Provider shall make rectify the same within time period specified by it on receipt of the notice. In the case of failure on the part of the Service Provider, the GMDC may rectify or remove or re-execute the work at the risk & cost of the Service Provider. GMDC shall be entitled to appropriate the whole or any part of the amount of Performance Security, Retention Money or from the outstanding bills towards the expenses, if any, incurred by him in rectification, removal of defects.
- (c) GMDC may impose penalties/damages for non-rectification of defects or liabilities in specified time period. The amount of penalties/damages shall be commensurate with types of breach.

10.5. Uncorrected Defects during Defect liability period

- (a) If the Service Provider does not rectify or correct a defect within the time specified in the GMDC's notice, the GMDC will assess the cost of having the defect corrected, and the Service Provider will bear the costs of such defective work as well as all works carried out over such defective work until the defect is removed to the satisfaction of GMDC. The cost of such defective work will be recovered from the bank guarantee submitted against performance for defect liability period.
- (b) Only the defects liability certificate referred to in following clause shall be deemed to constitute the approval of the works.
- (c) Defects Liability Certificate: The defect liability certificate shall be given by GMDC, with a copy to the Service Provider, within 28 days of the expiry of the Defects Liability Period. The Contract shall remain incomplete until issue of the Defects Liability Certificate
- (d) The defects liability certificate shall mention clearly that the Service Provider has completed his obligations to execute and complete the works and remedy defects therein to the satisfaction of GMDC.
- (e) Unfulfilled obligations: Despite issuance of the Defects Liability Certificate, the contract between GMDC and the Service Provider shall remain in force in respect of unperformed obligations incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate.

11. Time Control

11.1. Extension in the Approved Project Completion Timeline

- a) The Service Provider shall adhere to the project completion timelines as per the Approved Construction Plan. In case it is found necessary, at any stage to alter the approved project completion timelines, the Service Provider shall submit in good, time a revised timeline incorporating necessary modification proposed by GMDC and get the same approved from the GMDC. No revised timelines shall be operative without such acceptance in writing. The GMDC is further empowered to ask for more detailed timelines, any week by week, for any item or items and the Service Provider shall supply the same as and when asked for.
- b) The Service Provider shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved timelines. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the GMDC and the same not be varied without the prior approval of GMDC.
- c) Any delay in the approval of the revised project completion timelines by the GMDC shall not relieve the Service Provider from continuing the project works and shall not entitle the Service Provider to any extra payment.
- d) The Service Provider is also required to submit Progress Report every fortnight (15 days) from the date of approval of the revised timeline. A Progress Report shall show

the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

- e) If the Service Provider does not submit a Progress Report within the period specified above in clause, GMDC , may at its sole discretion withhold the amount equal to 5% of the total invoice amount from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Progress Report has been submitted. The GMDC 's approval of the revised timeline shall not alter the Service Provider's obligations.

11.2. Approval by the GMDC for Temporary Works

- a) The Service Provider shall submit Specifications and Drawings showing the proposed Temporary Works to the GMDC for approval, which is expected to be implemented by Service Provider. The Temporary Works shall be as specified in either Technical Specifications section or as specified by GMDC .
- b) The Service Provider shall be responsible for design of Temporary Works.
- c) The GMDC 's approval shall not alter the Service Provider's responsibility for design of the Temporary Works.
- d) The Service Provider shall obtain approval of third parties to the design of the Temporary Works, where required.
- e) All Drawings prepared by the Service Provider for the execution of the temporary or permanent Works, are subject to prior approval by the GMDC before their use.

11.3. Delays Ordered by the GMDC

- a) The GMDC may instruct the Service Provider to delay the start or progress of any activity within the Works. In such case Approved Project Completion Timeline shall be extended for a period delay has been caused.

11.4. Liquidated Damages

- a) If the Service Provider fails to complete the works within the original or extended time limit, the Service Provider shall pay Liquidated Damages as per Section III of the RFP.
- b) The GMDC may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.

- c) If the Intended Completion Date is extended after liquidated damages have been paid, GMDC shall correct any overpayment of Liquidated Damages by the Service Provider by adjusting the next payment certificate.

12. Cost Control

12.1. Bills of Quantities

- (a) The Bill of Quantities shall be prepared by the Service Provider and shall contain items for the work done by the Service Provider
- (b) The Service Provider shall be paid lumpsum money for design, construction and maintenance of the wall and the rates are not as per the quantity of the work done at the rate in the Approved Bill of Quantities for each completed item for the Works carried out by the Service Provider.

12.2. Variations in Quantities

- (a) GMDC reserves right to make any variation of form, quality or quantity of the works or any part thereof that may, in its opinion, be necessary and for that purpose, or it for any other reason it shall, in its opinion be appropriate, GMDC shall have the right to instruct the Service Provider to so and the Service Provider shall do any of the following:
- Increase or decrease the quantity of any work up to any extent included in the contract;
 - Omit any such work;
 - Change the character or quality or kind of any such work;
 - Execute additional work of any kind necessary for the completion of the Works; or
 - Change any specified or timing of construction of any part of work.
- (b) All variations shall be included in updated Construction Plan.
- (c) Variations in the quantities of work in schedule of quantities shall not vitiate the contract.
- (d) The Service Provider shall be bound to execute extra items of work as directed by GMDC.

12.3. Extra Item or Substitution Items: If any extra item (i.e. items not existing in the approved Bill of Quantities or substitution to items in the Bill of Quantities at the time of approval from GMDC) crops up during the progress of work the same shall be carried out by the Service Provider. For such case rate payable shall be determined by GMDC . Such rate payable shall be determined/fixed based on lowest of the rates derived by rate analysis based on the following three methods.

- (i) Rate analysis based on prevailing Govt. of Gujarat's SOR rates.
- (ii) Rate analysis based on current market rates. This shall be based on:
 - The material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads and the Service Providers profit.
 - The overheads shall be taken at 5 % of the sum of material costs, the labour costs, and the cost of use of all plant, machinery, and equipment, the cost of all temporary and incidental works.

The Service Provider's profit shall be taken at 10 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads.

- (a) In the event of disagreement, GMDC shall fix such rates and prices as are, in its opinion appropriate and shall notify the Service Provider accordingly.
- (b) GMDC shall determine provisional rates and prices to enable on account payments to be included in the Interim Payment Certificates, until rates and prices are agreed as final by GMDC and the Service Provider.
- (c) The Service Provided shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

12.4. Mobilisation Advance

Mobilization Advance shall be as per the Payment Terms in the RFP.

12.5. Currencies

All payments will be made in Indian Rupees.

GMDC shall retain Security Deposit as specified in the RFP to ensure performance of Service Provider's obligations during the Defect Liability Period. The Security Deposit shall be forfeited by GMDC if the Service Provider fails to;

- (i) Perform its obligations within the time period provided during the Defect Liability Period despite repeated notice as provided in this regards.
- (ii) Non removal of deficiencies during the handover or Defect Liability Period as per the terms of the Contract.

12.6. Price Variation for Material Brought by Service Provider

The Price Variation for RFP item or extra items shall not be applicable

12.7. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability period shall be remedied by the Service Provider at his cost if the loss or damage arises from the Service Provider's acts or omissions.

12.8. Events Leading to Extension of Intended Completion Date

The following shall be **Compensation Events** unless they are caused by the Service Provider:

- a) GMDC orders a delay or delays exceeding a total of 30 days.
- b) GMDC does not give access to a part of the Site before the Site Possession Date as stated by GMDC.
- c) GMDC modifies the schedule of other Service Providers in a way which affects the work of the Service Provider under the contract.
- d) GMDC gives an instruction for dealing with unforeseen conditions, caused by GMDC.
- e) Other Service Providers, public authorities, utilities or GMDC does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Service Provider.
- f) GMDC unreasonably delays issuing a Certificate of Completion.
- g) GMDC orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- h) The effect on the Service Provider of any of GMDC 's Risks.
- i) Other Compensation Events listed in this document.

13. Finishing the Contract

13.1. Clearance of Site

- a) The Works shall be deemed to be considered complete only after the Service Provider shall have removed the debris, surplus material, machineries, scaffolding from the Project Site upon completion of work. The Service Provider is responsible clear the site from all debris and surplus materials to the satisfaction of GMDC.

13.2. Defect Liability Period

- a) The Defect Liability Period shall be for a period of 10 Years such Defect Liability Period shall be considered from the date of issuance of Completion Certificate issued by GMDC.
- b) Defects in the retaining wall shall mean cracking/ holes, titling of the wall, conditions of the reinforcement, bulging, sliding, overturning, bearing capacity failure, collapse, shifting, etc.

- c) The Service Provider shall be responsible for all Defects/ deficiencies during the Defect Liability Period and remedy at his own expense any defect or deficiencies on account of regular wear and tear, regular repair and maintenance requirements which may be noticed or observed by GMDC/Service Provider. The Service Provider shall also be responsible for repair/rectification/remedy of project required owing to accident and vandalism at a cost of GMDC , which may be noticed or observed by Project office head/ representative of GMDC during the Defect Liability Period.
- d) GMDC shall issue Indent/Repair and Rectification Notice during the Defect Liability Period specifying the need for repair & rectification work (the “Indent”). Such Indent shall be in writing and shall also specify the types of Works to be carried out and also Intended Completion Date of all such Work. It will also specify work that arise owing Vandalism and Accident or regular defects in initial work, manufacturing defect or requirement of regular repair. The decision of Project office head/ representative of GMDC in charge shall be final. All such Work shall be completed in an Intended Completion Date specified in the Indent after consulting the Service Provider. However, the decision of GMDC /Project office head/ representative of GMDC in Charge shall be final in this regard. Any breach or delay in work shall be resulted in to damages. Damages shall be commensurate with types of breach.
- e) The Project office head/ representative of GMDC shall also give the Service Provider a notice through phone calls/email/fax writing about the defect and Service Provider shall make rectify the same if urgent/critical need of rectification arises. The Service Provider shall make good the same as per the approved timeline of receipt of the notice.
- f) The Service Provider is required to carry out repair and rectification work as per the Indent and in conformity with Technical Specification in time period specified in clause above.
- g) The Service Provider shall be obliged to regular repair and defect rectification work, during Defect liability period, and keeping the Project/Works in proper condition through repair or remedy of any defective, broken, or worn out parts or elements of the works, irrespective of whether this requirement is owing to defect of initial works, wear and tear, vandalism, of any other reason.
- h) In case of any Deficiencies, Defect found during the Defect Liability Period, the Service Provider is obliged to take prompt actions and remedied the Defect or Deficiencies to the Satisfaction of Project office head/ representative of GMDC.
- i) The cost of any repair and rectification work required to be carried out owing to defect in works/manufacturing, wear and tear, damages attributable to the Service Provider’s or to accident/ vandalism by the employee or people hired by Service Provider shall be borne by the Service Provider himself. Only the cost of repair on account of vandalism or accidents shall be reimbursed by GMDC. The decision of City Project office head/ representative of GMDC shall be final in establishing the fact that vandalism or accident has been incurred or not.
- j) Upon completion of Works specified in Indent and Project office head/ representative of GMDC determining the Tests to be Successful and all the

defects/unsatisfactory work/poor quality work has been remedied pursuant to RFP, Project office head/ representative of GMDC in charge shall proceed for payment for repair and rectification work arise owing to vandalism and accident.

- k) The Service Provider is required to maintain adequate inventory of material/consumables as prescribed in relevant Technical Specification and BoQs and as directed by the City Project office head/ representative of GMDC and complete the repair and rectification Work in time period as per the clause above.
- l) Upon completion of repair and rectification work, Service Provider is required to clear the Project Site from the debris and additional consumables immediately.

13.3. Remedy of Defects or Poor-Quality Work During the Defect Liability Period

- a) The Service Provider shall be responsible for repair and rectification of defect/poor quality work of the Works/Project till the completion of Defect Liability Period.
- b) If, at any time before the expiry of Defect Liability Period , It shall appear to the Project office head/ representative of GMDC or his sub-ordinate in charge of the work that/ any work has been executed unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Project office head/ representative of GMDC to intimate this fact in writing to the Service Provider and then notwithstanding the fact that the work; materials or articles complained of may have been passed, certificate and paid for the Service Provider shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Project office head/ representative of GMDC in the written intimation aforesaid, the GMDC may take following actions.
 - (a) the Project office head/ representative of GMDC may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the Service Provider.
 - (b) Employ another Service Provider and any expenses may be incurred shall be borne and paid by the original Service Provider and shall be deducted from any money due to him by GMDC under the contract or otherwise or from his security deposit or the part thereof.

13.4. In the event of any of above course specified in clause above being adopted by GMDC, the Service Provider shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the Service Provider shall not be

entitled recover or be paid any sum for any work therefore actually performed by him under this contract unless and until GMDC shall have certified in writing the performance of such work and the amount payable in respect thereof and he shall only be entitled to be paid the amount so certified.

14.Event of Default and Termination

14.1. Event of Default

Event of Default means the Service Provider Event of Default or GMDC Event of Default or both as the context may admit or require (the "Event of Default").

a) Service Provider Event of Default

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

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

- (12) If there is a defect/ deviation from the terms of this Agreement and the Service Provider fails to correct it within a reasonable time provided by GMDC as per the terms of the agreement.
- (13) Any petition for winding up of the Service Provider is admitted by a court of competent jurisdiction or the Service Provider 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 Service Provider are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Service Provider 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 Service Provider as at Commencement Date; and
 - each of the Project Agreements remains in full force and effect.
- (14) The Service Provider suspends the services at the Project without any prior written consent of GMDC, provided that the Service Provider 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 GMDC or of GMDC under the State Support Agreement.
- (15) The Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (16) The Service Provider 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 obligations stated in this Agreement
- (18) In case of repeated breach of Service Provider's obligations specified elsewhere in this Agreement.
- (19) If the Service Provider fails to make any payments/damages/penalties due to GMDC within the period specified in this Agreement or extended period as mutually agreed by the Parties without any valid reason.
- (20) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to provisions of this Agreement.
- (21) if the Service Provider's staff is found to be involved in theft/ illegal activities and if such staff members are not replaced by the Service Provider.
- (22) if the changes in the roles of the consortium members without prior approval of GMDC or changes in consortium member without prior approval of GMDC.
- (23) If the Service Provider does not abide with the Consortium conditions specified in this Agreement.

b) Authority Event of Default

The following events shall constitute events of default by GMDC (each an "Authority Event of Default"), unless any such Event of Default has occurred as a result of Service Provider Event of Default or due to a Force Majeure Event:

- (1) GMDC 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 Service Provider.
- (2) GMDC repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (3) GMDC has by an act of commission or commission created circumstances that have a material adverse effect on the performance of its obligations by the Service Provider and has failed to cure the same within 30 (Thirty) days of notice thereof by the Service Provider.
- (4) Any representation made or warranties given by GMDC under this Agreement is found to be false or misleading.

14.2. Termination due to Events of Default and Termination Payment

a) Termination for Service Provider's Event of Default

Without prejudice to any other right or remedy which GMDC may have in respect thereof under this Agreement, upon the occurrence of an Service Provider Event of Default, GMDC shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to the Service Provider, provided that before issuing the Termination Notice, GMDC shall by a notice in writing of 30 (thirty) days inform the Service Provider 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), GMDC shall be entitled, to terminate this Agreement with 30 (Thirty) days' Termination Notice.

Provided further, that-

- a) Upon Termination by GMDC on account of occurrence of a Service Provider Event of Default, no Termination Payment shall be due or payable to the Service Provider. Further GMDC shall be entitled to encash and forfeit the Performance Guarantee.
- b) No termination payment shall be made by the GMDC

a) Termination for Authority Event of Default

Upon the occurrence of an Authority Event of Default, Service Provider shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to GMDC, provided that before issuing the Termination Notice, Service Provider shall by a notice in writing inform GMDC 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) Service Provider 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 Service Provider and GMDC shall return to the Service Provider, subject to its rights to deduct any amounts due and payable by the Service Provider, within 30 days of such termination.

14.3. Rights of Authority on Termination

(i) **Upon Termination of this Agreement for Service Provider Event of Default**, GMDC shall have the power and GMDC to:

- 1) Take possession of the retaining wall.
- 2) Retain possession and control of all assets used in Project forthwith.
- 3) Prohibit the Service Provider and any person claiming through or under the Service Provider from entering upon the project assets /dealing with or any part thereof;
- 4) Appoint another party or Service Provider that may carry of the remaining obligations of the Service Provider.
- 5) Forfeit the Performance Security.
- 6) Blacklist/bar the Service Provider only in the event of complete/substantial failure of the retention wall.

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

- 1) Take possession of the retaining wall.
- 2) Retain possession and control of all assets used in the Project.
- 3) Prohibit the Service Provider and any person claiming through or under the Service Provider from entering upon the assets /dealing with or any part thereof;
- 4) Appoint another party or Service Provider that may carry out the remaining obligations of the Service Provider.
- 5) GMDC shall make the payments to the Service Provider as per the provision set forth in RFP Part VI hereof for Services performed prior to the date of termination.
- 6) GMDC shall return Performance Security

14.4. Disputes about Events of Termination

If either Party disputes whether an event specified in the RFP 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 RFP provision, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15. Dispute Resolution

15.1. 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 Service Provider in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to a committee of two senior executives of each GMDC and the Service Provider, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as 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 Service Provider. 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.

15.2. 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 15.1 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.

15.3. 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.

16. Fairness And Good Faith

16.1. 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.

16.2. 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 16.2 shall not give rise to a dispute subject to arbitration in accordance with RFP provisions.

17. Miscellaneous

17.1. Assignment and Charges

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

17.2. 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.

17.3. Vandalism

In the event that any damages or need for repairs to the works arises during the defect liability period on account of vandalism, the Service Provider shall be required to make good the damages and repair and rectify the works at the cost of the Employer. The Service Provider may claim re-imburement of the cost for such repair and rectification calculated at the rate approved for such work by the Employer at the time of award of contract.

17.4. No Partnership

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

Signed in presence of the witness /witnesses under mentioned on Day of August, 2023.

For and on behalf of GMDC Limited,

.....

Authorized Signatory

In the presence of

Name:

Name :

Designation:

Designation:

Date: _____

For and on behalf of,

Authorized Signatory

In the presence of

Name:

Name:

Designation: Managing Director

Designation:

Date: _____

SECTION VII: ANNEXURES

Annexure 1: Letter of Bid Submission

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

Dated:

To,

General Manager (Environment)

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan,

132-Ring Road, Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

Subject: Submission of Bid in response to Request for Proposal (RFP) for Selection of Service Provider for Design and Construction of Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India (GMDC/ENV/01/2024-25)

Dear Sir/Madam:

We, the undersigned, offer to Design and Construction 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 as a Single Bidder/ in Consortium with _____, which includes this Technical Bid, and a Price Bid as follows.

A. Physical submission of

- (i) **Technical Bid- Pre-Qualification and Qualification documents and**
- (ii) **RFP Fee and EMD as per the requirement of the RFP**

B. Online submission of Price Bid: Price Quote per the provisions of RFP.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Organization details

(IN case of Consortium, to be provided for both the members)

1. [Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet above requirements, the Bidder may submit any of the following documentary evidence as applicable. Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]
2. Provide Contact Details of Authorized representatives of the Bidder.
3. Submit Service Provider Category Certificate, if available

Annexure 3: Auditor's Certificate for Turnover for bidder

{On Statutory Auditor's/ Registered Chartered Accountant's letterhead}

(For both the Consortium Members)

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

Years	Turnover (Rs. Crore)
2020-21	
2021-22	
2022-23	
Average	

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

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

Annexure 4: Work Experience Details

(to be provided by single bidder/ all members of the consortium)

Sr. No.	Client Name	Name of the project (mention if design and/or construction work)	Location of Project	Category of project (Category 1/2/3 acc to clause 5.3 (iii) of Section IV of the RFP)	Length of retaining wall constructed	Start date of the project	End date of the project	Attachment (supply order and its satisfactory performance certificate from the client)
1								
2								
3								
4								

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

Signature and Stamp of the Bidder

Annexure 5: Team Composition and Task Assignments

(Credential of Staff position as specified in Technical Score criteria (Clause 5.3 of Section IV of the RFP))

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

Annexure 6: Curriculum Vitae (CV) for Proposed Manpower

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

1. Proposed Position in the assignment:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth:
5. Citizenship:
6. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training [Indicate significant training since degrees under -Education were obtained]:
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
10. 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:
11. Total Experience (Years): _____ (details to be given in point no 13)
12. Relevant Sector Experience as per the scoring system (Years): _____ (details to be given in point no 13)
13. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
14. 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:
15. Any other Information (relevance of experience, relevance of qualification etc.)
16. Certification:

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

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

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

Annexure 7: Declaration for Non-Blacklisting

<<To be printed on 300 Rs. Stamp paper and signed by Authorized signatory>>
(to be provided by the Single Bidder/ all members of the consortium)

Date: dd/mm/yyyy

To,
General Manager (Environment)
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052.

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

Signature and Stamp of the Bidder

Annexure 8: Undertaking for non-abandonment of work

**(To be printed on stamp paper of value 300 and should be Notarized)
(to be provided by the single bidder/ all members of the consortium)**

I / We also hereby certifies that our firm M/s _____ has neither abandon any work in India nor rescinded any contract awarded to us during last five years prior to the date of this bid. We further confirm that we are aware that our application for the captioned RFP 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.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

Annexure 9: Undertaking

(Notarized and on stamp Paper of Rs 300)
(to be provided by the single bidder/ all members of the consortium)

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

Dated this ____ day of _____ 202_.

Signature
(Company Seal)

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

Signed by

Authorized Signatory with designation

Annexure 10: Format of Power of Attorney for authorizing Bidder's Signatory

[To be provided by the Bidder]

**(To be submitted for both the Members of the Consortium)
(Alternatively, the Board Resolution authorising the Signatory can be provided)**

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

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

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

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

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

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

<p>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]</p>	<p>----- [name & designation of the person] ----- [name & designation of the person]</p>
---	---

Annexure 11: Format of Power of Attorney to the Lead Member

{To be provided in case Bidder is a Consortium}

{On Stamp Paper of value 300 and notarised}

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s _____ having our registered office at _____

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

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

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

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

Accepted

Notarised

Annexure 12: Price Bid Format

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

Sr. No.	Activity	Lumpsum Contract Price (In Rs Figure)	Lumpsum Contract Price (In Rs Words)
1	Designing of 2 km long Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India		
2	Construction of 2 km long Retaining Gabion Wall along the mine dump of Surkha (North) Lignite Mine, Bhavnagar, Gujarat, India		
3	Aggregated Contract Price (Sr. No 1 + 2)		

Notes :

- a) The prices of the Design and Construction of the retaining wall shall be inclusive of all taxes, duties and GST.
- b) The **Aggregated Contract Price as per Sr.no. 3** of the Table above shall be considered for price bid evaluation, financial scoring and award of the contract.
- c) The price specified in table hereinabove specified in subclause a) above shall be inclusive of Defect Liability Period.
- d) 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.
- e) Payment shall be made as per the payment terms specified in this RFP
- f) 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. **Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**

Annexure 13: Performance Bank Guarantee Format

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

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

Dear Sir,

1. WHEREAS..... (Name of Service Provider)) hereinafter called "the Service Provider" has undertaken, in pursuance of Agreement dated, (here in after referred to as ___ RFP Name). AND WHEREAS it has been stipulated in the said Agreement that the Service Provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

2. WHEREAS we _____ ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the GMDC the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Service Provider to GMDC under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GMDC under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GMDC in that behalf and without delay/demur or set off, pay to GMDC any and all sums demanded by GMDC under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GMDC to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of _____ months from the date of its execution. The Bank shall extend the

Guarantee for a further period which may mutually decide by the Service Provider & GMDC. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the Service Provider with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Service Provider and the Bank.

5. The BANK also agrees that GMDC at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that GMDC may have in relation to the Service Provider's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GMDC or any other indulgence shown by GMDC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)
Stamp

Designation with Bank

Plus, Attorney as per Power of Attorney No. Dated:

Annexure 14: Format of Earnest Money deposit in the form of Bank Guarantee

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

..... (Name of the Bank)
Address.....Guarantee No.....
A/C Messer’s..... (Name of Bidder)
Date of Expiry..... Limit to liability (currency & amount).....
Invitation For RFPNo..... dated.....(bidding document)
For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,
Gujarat Mineral Development Corporation Ltd.
132 Ft Ring Road, Near University Ground
Vastrapur, Ahmedabad.
Bank Code:

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 RFQ No. _____ for _____ the work _____

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

1. We the _____ (Name of Bank) hereinafter referred to as “Bank” having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason

of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.
3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused 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 are taken against Bank hereunder be outstanding or unrealized.

7. We _____ (Name of 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 and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated _____ day of _____ 20 . _____ for _____ (Name of Bank)

Yours faithfully

For.....(Name of the Bank)

Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:

Gujarat Mineral Development Corporation Limited (GMDC)

132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad. Bank Name: ICICI Bank Ltd

IFS Code: ICIC0000024

UIC GMDC530265584 for Field 7037 MT760

Annexure 15: Format of Joint Bidding Agreement

(To be signed and executed on the stamp paper of Rs. 300 by all the Members of the Consortium and to be notarized)

The Bidder bidding as Consortium shall provide a Consortium Agreement between the consortium members specifying the followings:

1. Convey the intent to Joint Bidding Agreement as per provisions of the RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator as per Agreement terms, in case the Project is awarded to the Consortium;
2. Clearly outline the proposed roles and responsibilities, if any, of each member
3. Tenure of Consortium Agreement
4. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project during Contract Period.
5. The role and responsibility of any member must be commensurate with the technical / financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.

No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period without prior consent of GMDC, in case the Project is awarded to the Consortium.

Annexure 16: List of Approved Banks

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 Kalapur 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. Chhakechhuak)

Additional Secretary (Budget)

Finance Department

-----XXXXXX-----

Annexure 17: Section Drawing of OB Dump at Surkha

Attached as a separate file with RFP.



FUELING THE GROWTH

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

CIN No. : L14100GJ1963SGC001206

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