



RFP FOR SULPHUR / PYRITE REMOVAL PLANT

at Surkha (North)
Lignite Mines, Bhavnagar



RFP NO: GMDC/PPD/001/2022

www.gmdcltd.com

RFP NO: GMDC/PPD/001/2022

RFP for

Design, Engineering, Manufacture, Supply, Installation,
Commissioning of Modular Lignite Washery (Sulphur / Pyrite
Removal Plant) with Suitable Crusher from 1.50 Million Tonne
± 10% per annum sized lignite by Environmental Friendly Dry
Technology at
Surkha(North) Lignite Mine, Tal: Ghogha, Dist: Bhavnagar,
Gujarat

August – 2022



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.

INDIA'S NO.1 MERCHANT SELLER OF LIGNITE



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SECTION – I

SUMMARY OF RFP

RFP is invited in our prescribed form for Design, Engineering, manufacture, supply, installation, Testing, commissioning of modular lignite washery (sulphur / pyrite removal plant) with suitable Crusher from 1.50 Million Tonne \pm 10% per annum sized lignite by Environmental friendly dry technology at Surkha (North) Lignite Mine, Tal: Ghogha, Dist: Bhavnagar, Gujarat.

Cost of RFP Document	Rs. 17,700/- (including GST) payable by Demand Draft favouring “Gujarat Mineral Development Corporation Ltd” payable at Ahmedabad on any Scheduled Bank from banks approved by Govt. of Gujarat from time to time (Except Co-operative Bank)
Earnest Money Deposit	Rs. 4,00,000/- payable by Demand Draft favouring “Gujarat Mineral Development Corporation Ltd” payable at Ahmedabad on any Scheduled Bank from banks approved by Govt. of Gujarat from time to time (Except Co-operative Bank)
Downloading of RFP Document	From 10/08/2022 from the web site www.gmdcltd.com or https://www.gmdc.nprocure.com
Last date for receiving Pre-Bid queries/clarifications	Queries if any may be sent by Email to ppd@gmdcltd.com by 17/08/2022 up to 17:00 hrs IST.
Pre Bid Meeting	The Pre-Bid Meeting shall be held at 12:00 hrs on 30/08/2022 at GMDC office situated at Khanij Bhavan, 132- ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052
Last date of online submission of RFP	09/09/2022 up to 15:00 hours
Submission of RFP fee, EMD and Supporting documents for Technical Bid	14/09/2022 upto 16:00 hours at General Manager (PP & D), Gujarat Mineral Development Corporation Ltd 2nd Floor, Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052
Date and time of opening and viewing of technical bid	14/09/2022 at 16:30 hours at Corporate office, Ahmedabad
Date and time of opening and viewing of price bid	To Be Intimated

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Important Note:

The bidders are required to quote the rate online strictly as per the terms and conditions mentioned in the RFP document. The conditional submission of RFP will not be entertained and shall be liable for outright rejection.

Amendments/corrigendum in the RFP documents, schedule, forms etc. may be done at any time by the GMDC during the period between publication of notice and submission of bids of the RFP on website. The bidders are required to visit the website regularly till the last date of submission of the bid.

GMDC reserve the rights to modify or alter any RFP Condition.

The bidders are required to submit their bids online on <https://www.gmdc.nprocure.com>

Failure in submission of bid online in stipulated time due to any reason what so ever by any bidder shall not be entertained. In such circumstances, bid submitted physically for supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and returned back to bidder without opening the same. GMDC reserves the right to take decision as deemed fit.



SECTION - II

INVITATION OF RFP

1. INTRODUCTION TO GMDC

Gujarat Mineral Development Corporation Limited (GMDC), a Government of Gujarat Enterprise, is a pioneer institution in the field of mining for more than six decades, catering to the needs of the minerals and solid fuel for the industries based in and outside Gujarat. GMDC's mining activities are spread over in Kutch, Devbhoomi Dwarka, Bhavnagar, Bharuch, Baroda, and Banaskantha districts of the State. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. The GMDC has also set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch, Wind power plant of 150 MW at Maliya, Jodiya, Godsar, Bhanvad and Solar Power plant of 5 MW at Panandhro Project.

GMDC is operating its Lignite mines at Panandhro, Mata-No-Madh and Umarsar in Kutch district, at Rajpardi in Bharuch district, at Tadkeshwar in Surat District and at Surkha (North) lignite mine in Bhavnagar district.

Lignite is excavated from the present mining lease area at Surkha (North) Lignite mine (Capacity 3.0 MTPA). This lignite is associated with pyrite lumps and nodules which causes detrimental effect at the end user machineries. Therefore, it is proposed to remove these pyritic materials from the lignite. GMDC is interested in engaging an agency who would Design, Engineering, manufacture, supply, install, Commission a modular lignite washery (sulphur/ pyrite removal plant) with suitable crusher from 1.50 Million Tonne \pm 10% per annum sized lignite by Environmental friendly dry technology at our Surkha (North) lignite mine in Bhavnagar district.

The idea is for the plant to be setup near the mine to provide lignite of required quality & quantity as below:

Feed Parameters (0-50 mm)		Product Parameters	
Pyritic sulphur	3.55%	Pyritic sulphur	1.95 %
GCV (Kcal/kg)	3686	GCV (Kcal/kg)	4310
Total Moisture	29.4 %	Yield	62.5 %

2. DESCRIPTION OF WORK

The successful bidder shall Design, Engineering, manufacture, supply, installation, commissioning of modular lignite washery (sulphur / pyrite removal plant) with suitable Crusher from 1.50 Million Tonne \pm 10% per annum sized lignite by Environmental friendly dry technology. Broadly, the agency would need to provide the following services

- a. Detailed Design and Engineering, Supply of Equipment / item / plant,
- b. Erection, Testing, Commissioning, Trial run and Handover of equipment/item/plant.

3 RFP Document

The RFP document can be downloaded from our website www.gmdcltd.com and <https://www.gmdc.nprocure.com>. The RFP processing fee is to be submitted in the form of Demand Draft of Rs. 17,700/- (i.e RFP fees of INR 15,000 plus 18% GST). Bidder(s) shall upload the scanned/soft copy of the Demand Draft at the time of online submission of Technical Bid as mentioned in RFP document. The original Demand Draft shall be submitted offline in the sealed cover as mentioned in RFP document. If the amount mentioned in the DD is found short, the RFP will not be considered for scrutiny and will be out rightly rejected.

4 The RFP and Offer

- 4.1 GMDC Ltd has adopted a single stage one packet online bidding system separately for Technical Bid and Price Bid as detailed out in E-RFP for Design, Engineering, manufacture, supply, installation, commissioning of modular lignite washery (sulphur / pyrite removal plant) with suitable crusher from 1.50 Million Tonne \pm 10% per annum sized lignite by Environmental friendly dry technology at Surkha (North) Lignite Mine, Tal: Ghogha, Dist: Bhavnagar, Gujarat. Technical Bid shall be submitted physically whereas Price Bid shall be submitted online through <https://gmdc.nprocure.com>. The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid. Bid delivered after Bid Due Date will be rejected.
- 4.2 The Bidders need to offer its Bid which conforms to Terms and Conditions provided as part of this RFP Document.
- 4.3 The supporting documents of Technical Bid shall be submitted in hard copy (physical submission) as mentioned in this RFP and should comprise of all documents required to be submitted as per the said Annexure.

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

“RFP for Design, Engineering, manufacture, supply, installation, commissioning of modular lignite washery (sulphur / pyrite removal plant) with suitable crusher from 1.50 Million Tonne \pm 10% per annum sized lignite by Environmental friendly dry technology at Surkha (North) Lignite Mine, Ta: Ghogha, Dist: Bhavnagar, Gujarat– EMD and RFP Fees”

The supporting documents of Technical Bid shall be submitted in **hard copy (physical submission)** as per the list of submittals provided in this RFP document 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

“RFP for Design, Engineering, manufacture, supply, installation, commissioning of modular lignite washery (sulphur / pyrite removal plant) with suitable crusher from 1.50 Million Tonne \pm 10% per annum sized lignite by Environmental friendly dry technology at Surkha (North) Lignite Mine, Tal: Ghogha, Dist: Bhavnagar, Gujarat– Technical Bid”

Both envelopes specified as above shall be placed in outer envelopes, super scribed and delivered by the Due date as per the address given:

“RFP for Design, Engineering, manufacture, supply, installation, commissioning of modular lignite washery (sulphur / pyrite removal plant) with suitable crusher from 1.50 Million Tonne \pm 10% per annum sized lignite by Environmental friendly dry technology at Surkha (North) Lignite Mine, Tal: Ghogha, Dist: Bhavnagar, Gujarat– Bid submission”

Addressed to:

Mr. Swagat Ray, General Manager (PP & D),

2nd Floor, Wing A, GMDC Limited, Khanij Bhavan, 132 Ft. Ring Road,

Gujarat University Ground, Vastrapur, Ahmedabad- 380052, Gujarat, India

SECTION - III

ELIGIBILITY AND EVALUATION OF RFP

1. Eligibility Criteria

1.1 Experience

- 1.1.1 The intending Bidder must have in its name having experience of successfully completed projects in India with “Design, Engineering, supply of equipment, supervision of erection & supervision of commissioning for 50 TPH (0.3 MTPA) dry coal washery in last 10 (Ten) years OR design, engineering , supply of equipment,, supervision of erection & supervision of commissioning for 250 TPH (1.5 MTPA) WET coal/mineral beneficiation plant in last 15 years ending last day of month previous to the one in which bid application are invited. The beneficiation equipment used in the desired experience shall be sourced/ manufactured from India. Experience in works of similar nature and size in last ten years; and the name and address of clients who may be contacted for further information on those contracts with performance certificate for the works executed in last ten years from the respective owners.
- 1.1.2 Bidder shall submit Performance and Completion Certificate with regard to his above experience from relevant organization where the project is in operation and about satisfactory performance of that project
- 1.1.3 The bidder should clearly state its status and submit duly attested supporting documents as detailed in the Annexure
- 1.1.4 In respect of the above eligibility criteria the bidders are required to furnish:
 - 1.1.4.1 Name of the Coal Washery/ Mineral Beneficiation Plant set up with address
 - 1.1.4.2 Material Handled
 - 1.1.4.3 Whether Coal Washery/ Mineral Beneficiation Plant is owned by bidder/Associate/Client
 - 1.1.4.4 Name of the Client (if owned by client, else N.A.)
 - 1.1.4.5 Ref. No. & Date of Award of Work (if owned by Client, else N.A)
 - 1.1.4.6 Whether the scope of work for the reference plant included Design & Engineering, Procurement, Construction &Erection, Commissioning/ Supervision of Erection, Commissioning
 - 1.1.4.7 Plant capacity (in TPH or tonnes per annum)
 - 1.1.4.8 Date of Commissioning of the plant
 - 1.1.4.9 Technology used in the referred plant

1.2 Financials

- 1.2.1 Bidder must be a legal entity firm must be registered under Company Act / LLP Act / Proprietorship Company or equivalent registration in the country.
- 1.2.2 The annual average turnover of the Bidder(s) in last three years i.e. 2020-21, 2019-20 and 2018-19 should be minimum 10.00 Crores. In case of JV/Consortium/Licensors, the turnover of the lead partner shall be considered.

- 1.2.3 Bidder(s) has to submit audited balance sheet of these years along with Profit & Loss (P&L) account and CA certificate
- 1.3 The bidder must provide evidence of possessing adequate working capital (issued maximum 90 days before e-Publication date of tender) of ₹ 3.00 Crores for inclusive of access to lines of credit and availability of other financial resources to meet the requirement. A proper certificate in this regard shall be submitted from Bank/ Financial Institution/ Registered Chartered Accountant.

2. Price Bid Criteria

- 2.1 The Bidder shall quote rates online only for the entire scope of work

The bidder shall submit the price bid as per the format given below:

Bidders are requested to quote their Rate inclusive of all taxes except Service Tax, as under:

Sr.No.	Description of Work	Rate in Rs.
1	Design, Engineering, manufacture, supply, installation, commissioning of modular lignite washery (sulphur / pyrite removal plant)with suitable crusher from 1.50 Million Tonne \pm 10% per annum sized lignite by Environmental friendly dry technology at our Surkha (North) Lignite Mine, Bhavnagar.	

Total amount in words:(Rupees.....)

- 2.2 Price quoted shall be on lump sum basis inclusive of all expenses towards the scope in complete with boarding, lodging & travels to Surkha (North) Lignite Mine, Bhavnagar, Gujarat for the project related activities.
- 2.3 The quoted price for the scope of work shall be exclusive of GST. GST will be reimbursed subject to production of documentary proof.
- 2.4 Successful Bidder will mention the GST amount in the invoice/Bill after considering the abatement if any.
- 2.5 The price shall be firm and binding without any escalation whatsoever till completion of works in all respect as per the timeline stipulated in the tender.
- 2.6 Any variation in taxes, levies & duties imposed after the due date of submission of offer will be paid / recovered by GMDC, only during the tenure of the contract.
- 2.7 Income tax as per prevailing rate shall be deducted from each invoice and the TDS certificate will be issued by GMDC.
- 2.8 Price Bid will be opened only for those bidder(s) who qualify technical criteria.

3. Evaluation Process

3.1 Opening of Technical Bid

- a. GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in RFP document in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- b. The Bidder's names, the presence or absence of requisite RFP Fees and EMD and such other

details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.

- c. GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in RFP document.

3.2 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. 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.
- b. GMDC shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness.
- c. Test of Responsiveness for EMD, RFP Fee, Timely and proper Submission
- d. 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:
 - e. The Technical Bid is submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
 - f. Technical Bid is accompanied by RFP fee and the EMD as specified in the RFP Document.
 - g. Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
 - h. The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - i. 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);
 - j. It does not contain any conditionality; and
 - k. It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.

3.3 Opening of Price Bid

- a. Price Bids of only Technically Qualified Bidders will be opened after technical evaluation, meeting both the Responsiveness and Technical Qualification criteria. Evaluation of Price Bids of only Qualified Bids shall be carried out.
- b. The Price Bid shall be filled up by the Bidder as per E-RFPing at designated places through <https://gmdc.nprocure.com>, as per the indicative format specified in ANNEXURE – V - FORMAT FOR PRICE BID to this RFP.
- c. The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders in advance. Bidders can view the opened bid price at their home or office through their computer/laptop.

SECTION – IV

INSTRUCTION TO BIDDER(S)

1. RFP Fee

Bidder will need to submit nonrefundable RFP Document/RFP Fee of **INR 17,700 (i.e RFP fees of INR 15,000 plus 18% GST)**. The RFP Document Fees shall be submitted in the form of a Demand Draft in favour of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section. 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.

2. Earnest Money Deposit (EMD)

- a) The bidder should enclose a crossed demand draft worth Rs. 4,00,000/- drawn in favour of **“Gujarat Mineral Development Corporation Ltd.”**, payable at Ahmedabad from a Scheduled Commercial Bank except Co-operative Bank along with the technical bid in the cover as super-scribed as mentioned in RFP Document. In absence of the DD for EMD or in adequate amount of EMD, the offer will be summarily rejected and no claim shall be entertained on such rejected RFPs. The Bidder shall upload the soft copy of Demand Draft of EMD during submission of Technical Bid online.
- b) Un-Successful Bidder(s) will be refunded the EMD amount after selection of the bidder is made by GMDC. The amount of EMD of Successful Bidder(s) shall be adjusted against remittance of Security Deposit, if desired by the Successful Bidder(s), or shall be refunded by way of crossed cheque on receipt of security deposit amount. Mere bank guarantee or cheque will not be accepted.

3. Acceptance of Letter of Intent (LOI) and Payment of Security Deposit

- a) The GMDC, on acceptance of the offer, will issue LOI to the Successful Bidder(s), who will be required to confirm its acceptance of the LOI within **one week** of its receipt. If it does not accept the Letter of Intent within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.
- b) Within 7 days of submission of its acceptance of LOI, the Successful Bidder(s) shall make payment of security deposit in the manner prescribed in clause No. 5 of this Section.

4. Contract Agreement

- A. The Successful Bidder(s), along with payment of Security Deposit, will also enter in to agreement with GMDC on Rs.300/- Stamp Paper (to be provided by the Successful Bidder) as a token of acceptance of the terms and conditions of the contract, within 30 days of submission of its acceptance of LOI.
- B. In case of any necessity arising after executing the agreement and during the execution of the work which requires alteration/modifications in the agreement can be made after mutual understanding and consent of both the successful bidder(s) and GMDC.

5. Security Deposit

- a) The Successful Bidder shall pay security deposit (SD) @ 5% of the total contract value in the following manner.

- b) 5% of the total contract value (including EMD) before the commencement of the contract work in form of a Crossed Demand Draft in favour of **“Gujarat Mineral Development Corporation Ltd.” payable at Ahmedabad** or a Bank Guarantee, from banks approved by Govt. of Gujarat from time to time except Co-operative Bank having validity for the minimum period of three years in the form and manner acceptable to the GMDC Ltd.
- c) In case of Bank Guarantee, it should be made valid till six months after expiry of contract period.
- d) However, if the amount of the total work done exceeds the total contract value, deduction against SD will be continued @ 5% of the bill amount, till the currency of the contract period/ extended period, to match with the value of excess quantity.
- e) GMDC Ltd will not pay any interest on Security Deposit.
- f) SD shall be refunded to the Successful Bidder, within a period of ninety days after satisfactory completion of the work.
- g) The SD shall be forfeited if the Successful Bidder fails to start the work at site within 30 working days from the date of approval of engineering drawings to start the work.

6. Rate and Taxes

- a) Rate to be paid to the Successful Bidder shall be the rate offered by the Successful Bidder or as decided/finalize by the management or agreed by both the parties, inclusive of all taxes and duties as applicable from time to time except GST. No escalation in the rate will be permitted during the currency of the contract period.
- b) GST will be paid/adjusted/reimbursed to the Successful Bidder as per prevailing rates and rules as per GST rule/act to the extent directly related to the services rendered by the Successful Bidder under the said contract subject to production of documentary proof and Successful Bidder will mention the GST amount separately in the invoice/bill after considering the abatement, if any.

7. Other Details

- a) Documents not properly filled, over-written or with arithmetical mistakes, delayed or generally not complying with the conditions are liable to be rejected.
- b) RFP documents submitted by the Bidder(s) without furnishing the full particulars and/or documents as asked in RFP documents or furnishing particulars or submitting RFP documents without strictly adhering to the directions given herein shall be rejected.
- c) The Bidder(s) shall upload the following documents/details online in Technical Bid section:
- d) Authorized signatory certificate of the company for the person signing the documents on letter head of the company
 - a. Letter of Submission (As per Annexure – I)
 - b. Details of Bidder (As per Annexure – II)
 - c. Details of similar assignments with proof (As per Annexure – III)
 - d. CV of experts to be deployed (As per Annexure-IV)
- e) The rates & quantities quoted in the RFP by the Bidder(s) shall be in figure as well as in words. In case of discrepancy in the rate(s) amount/ quantities between figure and words, the value written in words shall be taken as finally quoted rate(s)/amount/quantities.
- f) Any request from the Bidder(s) in respect of additions, alterations, modifications, corrections etc. of either terms & conditions or arithmetical correction or correction on account of overwriting/ erasing of rates of his documents after opening of the RFPs, shall not be

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entertained under any circumstances. If the Bidder withdraws his RFP after opening of the RFP, but before the expiry of the validity period of the RFP, the Earnest Money Deposit shall be forfeited.

- g) By submitting a RFP for the project, the Bidder will be deemed to have satisfied himself that the rates quoted by him in the RFP document will be adequate to complete such work according to the specifications and conditions attached hereto and it has taken into account all conditions and difficulties that may be countered during its progress/execution. Any complaint in this regard after submission of RFP shall not be entertained.
- h) Canvassing in any form is strictly prohibited and RFPs submitted by the Bidder(s) who resort to canvassing, will be liable for rejection.
- i) RFP documents are not transferable.
- j) In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of GMDC. In case any tampering/unauthorized alteration is noticed in the RFP submitted from the RFP Document available on the GMDC Website, the said RFP shall be summarily rejected and the bidder shall have no liability whatsoever on the matter.
- k) For any related clarifications please contact the following officer:

Shri Swagat Ray

General Manager (PP& D)

**2nd Floor, Wing A, GMDC Limited, Khanij Bhavan, 132 Ft. Ring Road,
University Ground, Vastrapur, Ahmedabad–380052, Gujarat, India.**

Phone: 079–(D) 0797912443

Email: ppd@gmdcltd.com



SECTION - V

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. Definitions

“Client/Purchaser” means the GMDC Limited (GMDC) which expression shall also include its legal successors and permitted assigns.

Purchaser’s/Client’s Representative:

The person named as the Client’s Representative/Authorized person as mentioned in the Agreement/LOI/Work order to operate the e-RFP.

“Contract” means the Work order / Agreement, the Letter of Acceptance, the Letter of Intent, with the conditions, the specifications, the drawings, the schedules and further documents (if any) which are listed in the Agreement or in the Letter of Acceptance or in the work order.

“Bidder/Contractor/Supplier” means the person, group or entity / who has participated in this RFP process and has shown his willingness to perform the Services and which expression shall include his/their legal successors and permitted assigns

“Plant/Equipment/Item” wherever, appears in these "Special Conditions of Contract governing supplies of Plants and Machinery" shall mean all machinery, plants, equipment or parts thereof or what the Contractor agrees to supply under contract as specified in the LOI/Purchase Order.

“Contract Period” shall mean the time between the Date of Commencement and end of Period of Completion as given in Agreement /work order.

“Day” means a calendar day

“Week” means seven days starts from Monday and ends on Sunday as per calendar iii.

“Month” means a calendar month

“Year” means 365 days

“LTPA” means Lakh Tonnes Per Annum

Confidential Information: Any professional advice or other information of a sensitive nature, whether or not specifically identified as confidential and any information about the Bidder(s), or their businesses, or their Clients gained during the currency of the Agreement that is not already in the public domain.

Services: The main scope of Successful Bidder shall be described in work order / agreement or, in Special Conditions of Contract.

Amendments: A change in scope of work, time of completion of job or such services and other technical or commercial terms.

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 includes the plural; the masculine includes the feminine and vice-versa where the context requires.
- d. Words importing one gender also include other gender.
 - (i) In case of ambiguities or discrepancies in this Agreement, the following shall apply:
 - (ii) Between the Articles and the Schedules, the Articles shall prevail:
 - (iii) Between any value written in numerals and that in words, the latter shall prevail.
- e. The titles and headings in this document are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this document.
- f. Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information on the foregoing or any other matters affecting the contract shall not absolve him from any risks or liabilities or the entire responsibility from the completion of the works at the scheduled rates and time, in strict accordance with the contract documents.

3. Site Visit

- a. The bidders are advised to visit the Surkha (North) Lignite Mines, Bhavnagar and ascertain and satisfy themselves the site conditions, quality of Lignite, terrain, location, surroundings, climate, availability of power, water, applicable laws and regulations, and any other matter considered relevant by them for supply of equipment.
- b. It is the responsibility of the Bidder to deploy competent personnel/experts in the respective fields for carrying out the assignment prior to submission of e-RFP.
- c. There shall be no excuse from bidder side if bidder does not make site visit.
- d. The information/details given in the RFP document are only to describe magnitude of work and mere guidance to the bidders. The name and contact number of General Manager (Project) is Shri B. K. Mahato, email id: bhavnagar@gmdcltd.com for site visit to Surkha (North) Lignite Mine, Bhavnagar.
- e. Any neglect or failure on the part of the bidder in obtaining necessary and reliable information on the foregoing or any other matters affecting the contract shall not absolve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time, in strict accordance with the contract documents.

4. Scope of Work

The scope of work covers the following:

- a. Basic and Detailed Design and Engineering
- b. Construction, fabrication and Supply of Equipment / item
- c. Erection, Testing, Commissioning, Trial run and Handover of plant/equipment at site
- d. To assist client with all relevant documents in obtaining all required clearances/ permission/ approvals related to set up of the dry lignite washery.
- e. The successful bidder shall undertake to train free of cost personnel selected and sent by the owner/ purchaser for operation and maintenance of plant at bidder's premises. The period and nature of training and number of individual personnel shall be agreed upon mutually between the successful bidder and owner/ purchaser.
- f. Bidder shall categorically confirm & furnish list of special tools & tackles (if any) for each tagged dosing package along with bid. If, however, any special tools and tackles are required for maintenance etc. of pump, motor etc, over and above the quoted special tools and tackles, the same shall be supplied by the Bidder at site without any time and cost implication.
- g. Desired parameters of lignite after beneficiation:

Product Parameters	
Pyritic sulphur	1.95 %
GCV (Kcal/kg)	4310
Yield	62.5 %

5. Operation and Controls

- a. This section is intended to cover design, engineering, manufacture, supply, erection, testing and commissioning of the complete control and instrument panel/desk with annunciation panel, etc. as complete in all respects, required for complete modular lignite washery plant with suitable crusher.
- b. The instruments and controls to be furnished and erected under this specification are required for safe and satisfactory operation of the modular lignite washery plant with suitable crusher those are outlined in the specifications.
- c. Standards / Codes
All construction, installation, workmanship, design & equipment shall conform to acts, rules & regulations of the jurisdiction within which the project is to be located, and to the current edition or equivalent standards or codes, in so far as they apply:
- d. Control desks/panels and annunciation system shall be provided as per the requirement of electrical Section. Standard Annunciations, indications, electrical meters and instrumentation shall be provided. Ammeters shall be provided on control desk for all motors and for all equipment in conveying path if any.
- e. To assist client with all relevant documents in obtaining all required clearances/ permission/ approvals related to set up of the dry lignite washery plant with suitable crusher.

- f. Any other job/activity, which is not specifically mentioned in the scope of work as described above or elsewhere in the RFP documents but is required for supply of plant, shall also be included in scope of the Successful Bidder.

6. Deliverables of Documents & Drawings

- a. General layout plan
- b. System drawings of the plant including overall layout, plot plan, single line diagram, process flow diagram
- c. Sample GA drawing of conveyor system indicating plan, elevation, belt profile with idler location & switches, foundation plan.
- d. System drawings of other associated systems like dust suppression, fire fighting & plant cleaning, power supply, illumination, control, communication etc.
- e. Power supply and distribution within defined battery limits
- f. Broad Pollution control measures for the selected technology
- g. List of major equipment
- h. Operation and maintenance manual
- i. Any other documents and drawing necessary for the plant
- j. Manpower planning
- k. The Successful Bidder shall submit soft copies for project layouts in AutoCAD format
- l. All GA drawings, designs and specifications including transparencies prepared by supplier shall be used by the GMDC only for the purpose of construction, operation and maintenance of the plant. GMDC need not obtain the Bidder's permission to copy for such use.
- m. If any designs, detailed drawings and or specifications prepared by the supplier are found defective then it will be the duty of the supplier to revise such designs, detailed drawings and or specifications at its own cost.

7 Drawings & Specifications

- a. The drawings and specifications are intended to be complementary and comprise everything necessary for the completion of supply. Any material shown on the drawing even if not particularly described in specifications or vice versa is to be supplied by the Contractor as if it were both shown and specified.
- b. Should any discrepancy be noted in the drawings and/or specifications and should any interpretation of the same be required, the matter shall be referred to the Purchaser for clarification which shall be binding upon the contractor.
- c. Should any difference or dispute arise with regard to the true intent and meaning of drawings or specification or should any portion of the same be obscure or capable of more than one interpretation, the same shall be decided by the Purchaser whose decision shall be final.
- d. All lettering on the drawings is to be considered as part of the specification and contract. In all cases figured dimensions are to be followed rather than those indicated by scale. Large scale drawings will take precedence over small scale drawings.
- e. One set of as built GA drawing to be submitted by the successful bidder after completion of work.

8. Responsibility for Completeness

All fittings or accessories which may not be specifically mentioned in the specification but for which are usual or necessary, are to be provided by the Contractor without extra charge and the plant must be complete in all respects.

9 Rejection of Defective Plant

If the completed plant or any portion thereof before it is finally accepted is found to be defective or fails to fulfill the requirements of the contract, the Purchaser shall give the Contractor notice setting forth with the details of such defects or failure and the contractor shall forthwith rectify the defective plant or alter the same to comply with the requirement of the contract. Should the contractors fail to do so within a reasonable time the Purchaser may reject and replace at the cost of the Contractor, the whole or any portion of the Plant as the case may be, which is defective or fails to fulfill the requirement of the contract. Such replacement shall be carried out by the Purchaser within a reasonable time and at reasonable price and where reasonably possible to the same specifications and under competitive conditions. The Contractor shall be liable to pay to the Purchaser the extra cost, if any, of such replacement delivered and or erected as provided for in the contract such extra cost being the difference between the price paid by the Purchaser under the provisions above mentioned for such replacement and the contract price for them. Contractor shall refund to Purchaser any sum paid by the Purchaser to the Contractor in respect of such defective plant.

10 Delivery Period:

The successful bidder has to complete the commissioning of the plant within a period of 18 (eighteen) months from the date of signing of contract.

11 Time For and Date of Delivery, The Essence of The Contract:

The time for and the date of delivery of the stores stipulated in the purchase order/contract shall be deemed to be of the essence of the contract and delivery must be completed not later than the date/dates stipulated.

12 Extension of Delivery Schedule

- a. If any delay in delivery shall have arisen from any cause such as strike, Lock-outs, fire, accidents, riot, pandemic, war like situation or the like which the purchaser may admit as reasonable ground for grant of extension of delivery schedule, the purchaser will allow such additional period for the purpose as he may consider necessary taking the circumstances into consideration. If the contractor fails to deliver the stores or any installment or part thereof within the period fixed for such delivery or such additional period allowed by the purchaser in accordance with foregoing paragraphs or any time before the expiry of such period repudiates the contract, the Purchaser may without prejudice to the rights of the purchaser.
- b. Recover from the contractor as Liquidated Damages and not by way of penalty as detailed under clause given herein RFP document for which the contractor has failed to deliver within the period fixed for delivery in the contract or such additional period as mentioned in paragraph during which the delivery of such stores, may be in arrears where delivery thereof is accepted after

expiry of the aforesaid period. (For the purpose of computing the damages for delayed supplies under the clause, the cost of the delayed delivery part of plant/machinery/equipment/instrument will be taken into consideration if the plant/machinery/equipment/instrument cannot be put to the intended use for want of delayed portion of supply).

- c. Purchase or authorize the purchase elsewhere without notice to the contractor, on account and at the risk of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Purchaser, which opinion shall be final, readily procurable) without cancelling the contract in respect of the portion instrument not yet due of delivery, OR
- d. Cancel the contract or portion thereof and if so desired purchase or authorize purchase of the stores or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Purchaser, which opinion shall be final, readily procurable) at the risk and cost of the contractor, if the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his offer in response to risk purchase enquiry even though the lowest.
- e. Where action is taken under above clauses the contractor shall be liable for any loss which the purchaser may sustain on that account provided that the repurchase, or if there is an agreement to repurchase then such agreement, is made within a reasonable period from the date of such failure, depending upon the nature / merit of the purchase and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor.

13 Terms of Payments

- a. All the payments will be made in Indian Rupees.
- b. The successful bidder shall complete the entire work in line with the RFP specification within the stipulated time frame. No extra time or extension of contract period is allowed unless specifically agreed to in writing by GMDC.
- c. 10% advance payment to successful bidder against submission of equivalent amount of Bank Guarantee.
- d. 70% of the lump sum agreed rate is payable on receipt of the components of equipment/plant at site as per the mutually agreed billing schedule signed by the Head of the Project.
- e. 10% of the lump sum agreed rate is payable on successful completion of erection and installation of equipment/plant at site based on certificate issued by the Head of the Project.
- f. Balance 10% of the lump sum agreed rate is payable on successful completion of commissioning based on certificate issued by the Head of the Project.
- g. The payments shall be made by Electronic fund transfer to the Bank account of the firm for which details shall be submitted by the firm.

- h. Payments shall be made by the GMDC Corporate office, Ahmedabad, after receiving the bills/invoices along with certificates as mentioned above. All such payments would be made by GMDC after deducting Income Tax, other statutory taxes and Levies as applicable and Security Deposit if any as per RFP document.

14 Tax Liability

- a. The rates quoted in Price Bid Annexure - V shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- b. Any other fresh imposition of taxes or levies or variation in existing taxes & levies etc. during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the successful bidder, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective Bill No.
- c. 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.

15 Corrigendum

- a. Corrigendum if any shall be uploaded on <https://nprocure.com> and GMDC Ltd website.
- b. Please note that there is no provision to take out the list of bidder(s) downloading the RFP document from the above referred the websites. As such bidders are requested to see the website once again before due date of RFP opening to ensure that they have not missed any corrigendum uploaded against the said RFP after downloading the RFP document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading bidder(s).
- c. No separate intimation in respect of corrigendum will be sent to bidders who downloaded the RFP document from the website as information in this respect will not be available to websites.

16 Validity of offer

- a. The bidder agrees that the rates submitted shall remain valid for acceptance for a period of 180 days from the date of opening of the RFP and same may be extended as required by GMDC.
- b. The bidders are advised to read the instruction, evaluation norms and other terms and conditions described in these documents under different sections carefully before making its offer.

17 Consortium/Joint Venture

Consortium/Joint Venture/Licensor-Licensee mode is allowed.

18 Subletting of Contract

The whole of the work included in the contract shall be executed only by the Bidder alone and the Bidder shall not directly or indirectly transfer, assign, underlet or sublet the contract or any part thereof or interest therein without the written prior approval of the purchaser failing so shall render the contract to be terminated at the risk and cost of the Bidder.

19 Declaration

The bidder should give a declaration along with the technical bid that it has not enclosed any conditional offer.

20 Guarantees and Liabilities

The Contractor will be responsible for soundness of the construction in respect of correctness of structural designs. In case, any damage occurs or is likely to occur due to defective designs, GMDC will be entitled to recover the same from the Contractor through recovery from the fees payable. The Contractor will also be jointly responsible with the Contractor for workmanship and use of quality materials in the work and for any damages, resulting or likely to result due to any deficiencies in this regard on account of failure of proper supervision and services expected from Contractor under this PROJECT. The Contractor will also responsible for any ambiguity in the specifications and or Description of the items for which GMDC suffers financial losses.

21 Guarantee/ Warranty

- a) The plant supplied by the contractor under the contract shall be of best quality and workmanship. The contractor shall supply the plant in accordance with the contract specifications unless any deviation has been expressly specified in the contract and any amendments agreed thereto.
- b) The contractor's offer to supply plant in accordance with the bid submitted by them and shall be deemed to be in admission on his part that he has fully acquainted himself with the details thereof and no claim shall lie against the Purchaser on the ground that the contractor did not examine or acquaint himself fully with the RFP documents.
- c) Successful bidder shall warrant that the plant will be new & in accordance with the contract documents and free from defects arising due to deficiencies in design & engineering and from defects in material & workmanship for the period commencing immediately upon the acceptance of satisfactory completion of trial operations to GMDC and handing over of individual unit to GMDC. Guarantee/Warranty shall stand valid till 12 months from the date of acceptance of successful trial run and handover of the plant to GMDC or 18 months from the date of last dispatch. The equipment shall operate satisfactorily and reliably and the performance & efficiency of the equipment (s) shall not be less than respective guaranteed values.
- d) Successful bidder shall be liable to repair or replace/ upgrade with specific consent of owner, any defective parts that may develop in the plant of their own manufacture or those their sub-suppliers under the conditions provided for by the contract and under proper use and arising solely from faulty design, materials and/ or workmanship. Any defect removal at site by repair/ up-gradation of the installed equipment/ component/ material will be permitted by the owner only when such repair/ up-gradation in the meantime, is not detrimental to commercial use of the plant. All replaced defective parts shall be returned to the successful bidder unless otherwise arranged. No repairs or replacement shall normally be carried out by the site engineer when the plant is under the supervision of the successful bidder's supervisory engineers.
- e) Successful bidder's obligations against above clause shall be limited to repairing or replacing with all incidental charges from site to successful bidder's work and/or their sub-supplier's works and back to site. In case of defective parts not repairable at site but, essential in the meantime for the commercial operation of equipment, successful bidder and the purchaser/

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owner shall mutually agree to a program of replacement or renewal which will minimize to the maximum extent interruption in the operation of the equipment.

- f) Acceptance of the equipment by GMDC shall in no way relieve successful bidder of their obligation under this clause.
- g) In the event of any emergency where, in the judgment of the site engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the site engineer or a third party chosen by the site engineer without advance notice to successful bidder and the cost of such work shall be paid by successful bidder. In the event such action is taken by GMDC, successful bidder will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve successful bidder's liability under the terms & conditions of the contract.
- h) If it becomes necessary for successful bidder to replace or renew any defective portions of the plant, the provision of this clause shall apply to portion of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period as specified in clause whichever may be later. If any defects are not remedied within 30 days, the site engineer may proceed to do the work at successful bidder's risk & cost, but without prejudice to any other rights which GMDC may have against successful bidder in respect of such defects.
- i) If the replacement or renewals are of such character as may affect the efficiency of the plant, the purchaser/ owner shall have the right to give to successful bidder within one month of such replacement or renewal, notice in writing that 'acceptance tests on completion' be made, in which case such tests shall be carried jointly by both the parties.
- j) The repaired or new parts will be furnished & erected free of cost by successful bidder. If any repair is carried out on their behalf at the site, successful bidder shall bear the cost of such repairs.
- k) The cost of any special or general overhaul rendered necessary during the warranty/guarantee period due to defects in the plant or defective work carried out by successful bidder shall be borne by successful bidder.
- l) In respect of goods supplied by sub-vendors to successful bidder where a longer guarantee (more than 12 months) is provided by such sub-vendor, the owner shall be entitled to the benefit of such longer guarantee.
- m) All inspections adjustments, replacements or renewals carried out Contractor during the warranty period shall be subject to the same conditions as in the contract.
- n) Contractor shall, spare parts of equipment before going out of production, give adequate advance notice to the purchaser so that the latter may order requirement of spares in one lot if so desires.
- o) The contractor shall further guarantee that if spare parts go out of production, will make available blue prints, drawings of spare parts and specifications of material at no cost to the Purchaser, if and when required in connection with the equipment to enable Purchaser to fabricate or procure spare parts from other sources.



22 Liquidated Damages

- a. In case of failure on the part of the Successful Bidder(s) in targeted scope of work, a liquidated damage shall be levied on the Successful Bidder and shall be deducted from bill/invoice payment/EMD/SD. However, no liquidated damage shall be imposed on the Successful Bidder in case of reasons not attributed to Successful Bidder subject to verification by Chief General Manager.
- b. Liquidated damages shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation/ Liquidated Damages @ half percent (0.5%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 5 (Five)% of the total contract value as shown in the contract.
- c. GMDC reserves the right to recover the charges or the liquidated damage from the Security Deposit in the following circumstances-
- d. If the Successful Bidder or its employees causes any damage or destroy any property belonging to GMDC.
- e. The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder recoveries to be made under the terms of this contract which is due but not paid by the bidder in full, etc.

23 Termination of the Contract

- a. If the Contractor does not supply the plant or complete the job within the period specified in Clause 10 above, unless delayed by GMDC or through Force Majeure, GMDC may, by not less than 1 (one) month notice to the Contractor, declare this contract to be null and void, and in the event of such a declaration, the contract shall stand terminated and the Contractor shall be deemed to have accepted such termination and EMD/SD will be forfeited.
- b. If Contractor is found in any offensive act or in appropriate act which is causing loss/damage to the corporation or violating the code of conduct, GMDC reserves the right to terminate the contract with immediate effect and Successful Bidder will be blacklisted and the EMD/SD will be forfeited.

24 Disputes Resolution

The Successful Bidder and/or Bidder as the case may be, shall endeavor, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this RFP and/or Agreement and/or LOI, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Successful Bidder and/or Bidder as the case may be to this RFP and/or Agreement and/or LOI (a "Dispute") through good faith negotiations.

25 Jurisdiction

"Matter relating to any dispute or difference arising out of this RFP and subsequent contract shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only".

26 Arbitration

All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the Contractor to this contract in connection with the contract or any matter arising out of or in relation hereto, shall be referred to Arbitrator as per the provisions of Arbitration and Conciliation Act., 1996. The venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.

27 Compliance of Statutes

The Successful Bidder will strictly abide by all the laws governing employment, payment of wages, Safety and welfare of his labour and staff and provision of Minimum Wages Act, PF/ Gratuity Act, the Employee's Compensation Act, Contract labour (Abolition and Regulation) Act, the Mines Act, the Indian Explosives Act, Mines Creche Rules (in case employing female workers), Industrial Dispute Act, Maternity Benefit Act, Bonus Act, Building & Other Construction Act & Rules and other Statutory provisions as existing now or as may be introduced later as well as those orders of Govt. of India or State applicable to GMDC and the Rules and Regulations framed under the said Acts. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions of the said Acts and the Rules and Regulations, By-laws or the Orders made there under, such amounts shall be recoverable from the Successful Bidder. Any consequences arising out of non-compliance of Safety Provisions will be at risk and cost of the Successful Bidder. The Successful Bidder shall maintain all the statutory registers under the above Acts and Regulations and shall submit the same on demand by the GMDC Management.

28 Non-fulfillment of Terms and Conditions of the Contract

- a. If the Successful Bidder fails to carry out the work as per the terms and conditions of the contract to the complete satisfaction of GMDC Ltd, GMDC Ltd shall be entitled to forfeit the Security Deposit paid by the Successful Bidder.
- b. In case of any change in the directives / rules of the Central / State Government related involving directly or indirectly the work awarded to the Successful Bidder under this RFP, the same shall have to be strictly adhered to and shall be binding upon the Successful bidder. GMDC Ltd will not be responsible for any compensation or any damages suffered by the Successful Bidder due to such changes.
- c. If required for any reason, GMDC Ltd reserves the right to terminate, amend and/or alter the contract and/or bifurcate and/or reduce the contract work, at any time, without giving any notice to the Successful Bidder and without incurring any responsibility for such termination, modification and/or alteration and in such an event the Successful Bidder shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once and fully comply with the instructions of GMDC Ltd.

29 Force Majeure

- a. Force majeure is herein defined as any cause which is beyond the control of the Successful bidder or the GMDC Ltd as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- b. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.

- c. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- d. The Successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC Ltd.
- e. For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- f. If any of the Force Majeure conditions exists in the place of operation of the Successful bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- g. The Successful bidder of GMDC Ltd shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after Successful bidder's performance of his obligations has been delayed for other causes.
- h. The decision regarding the occurrence of force majeure to be considered shall be decided jointly.

30 Safety

The Successful Bidder shall comply safety regulations as per statutory requirements under the relevant Acts.

31 Confidentiality

All the information, in any form, provided by the GMDC Ltd to the Successful Bidder, in connection with the assignment, shall be kept "Strictly Confidential" by the Successful Bidder. All information gathered there from and therein shall not be disclosed to any third bidder. The Successful Bidder is required to furnish an undertaking to the company for this purpose.

32 Severability

Should any provision of this CONTRACT be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the PARTIES hereto.

33 Change in law

- a. In the event of any change or amendment of any ACT or law, Rules or Regulations of Government of India or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Government of India or Public Body which becomes effective after the date as advised by the GMDC Ltd for submission of the price bid for this CONTRACT and which results in increased cost of the SERVICES under the CONTRACT through

increased liability of taxes (other than Corporate and Personal Taxes), duties, the Successful Bidder shall be indemnified for any such increased cost by the GMDC Ltd subject to the production of documentary proof to the satisfaction of the GMDC Ltd to the extent which is attributable to such change or amendment as mentioned above.

- b. Similarly, if any change or amendment of any ACT or law including Indian Income Tax Act, Rules or Regulations of Government or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Government of India or Public Body which becomes effective after the date as advised by the GMDC Ltd for submission of the price bid for this CONTRACT and which results in any decrease in the cost of the SERVICES under the CONTRACT through reduced liability of taxes (other than Corporate and Personal Taxes), duties, the Successful Bidder shall pass on the benefits of such reduced cost, taxes or duties to the GMDC.
- c. Notwithstanding the above-mentioned provisions, the GMDC Ltd shall not bear any liability in respect of (1) Personal Taxes on the employees of the Successful Bidder (2) Corporate taxes in respect of the Successful Bidder.

34 Handling of Documents

- a. All documents prepared in connection with this work and to be provided by Successful Bidder will be the property of the GMDC Ltd. As and when required or upon termination of the work, the aforesaid documents prepared specifically for this Assignment (including originals) shall be handed over to the GMDC before final acceptance or thereafter.
- b. Successful Bidder will have to take all necessary steps to ensure confidential handling of all matters pertaining to any information developed or acquired by you from GMDC Ltd under terms of the work or in performance thereof.
- c. Successful Bidder will not prepare articles or photographs for publication or speeches about the work and/or plant, works and installation in which GMDC Ltd has an interest without prior written consent of GMDC Ltd.

36 Secrecy Clause:

- a. The Successful Bidder shall not disclose to any third party, any Technical information, process, data, design, drawings, plans, specification etc. received from GMDC Ltd at any time either in whole or in part, shall use all the reasonable efforts to preserve the secrecy of the above Technical Information and shall not use the same for any purpose other than the intended purpose including construction, maintenance and operation of the resultant plant. However, the disclosure of such Technical Information to Government of India or Statutory.
- b. Authorities of the Government of India shall not be deemed to be a violation of the Secrecy understanding contained herein.

SECTION - VI

OTHER TERMS & CONDITIONS

- 1) The bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidder(s).
- 2) The bidder shall not reveal either his documents or any other exclusive details of GMDC Ltd to any other bidder.
- 3) GMDC's decision on award of Contract shall be final and binding on all the bidder(s).
- 4) GMDC Ltd shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- 5) GMDC Ltd is not responsible for any damages, including damages that result from, but are not limited to negligence.
- 6) GMDC Ltd will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- 7) If the RFP documents and forms referred to in the RFP are not submitted or are submitted but not found duly filled in and unsigned, the RFP will be rejected.
- 8) In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
- 9) Canvassing in any form will lead to rejection of the offer.
- 10) Bid documents once submitted shall not be returned and shall remain the property of GMDC Ltd.
- 11) The bidder(s) who have earlier been awarded contract by GMDC Ltd for any job which they either did not accept or have abandoned or whose contract has been terminated by the company for breach of conditions, shall be considered ineligible to participate in this RFP.
- 12) To assist in the scrutiny of technical bid documents, evaluation and comparison of technical bids, the Corporation may, at its discretion, seek from any or all bidders, clarification(s) of his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (Part-II). The requests for clarification and response shall be through mail or physical copy, but no change in the final price or substance of the bid shall be permissible.

SECTION - VII

INFORMATION REGARDING ONLINE TENDERING

- a. RFP documents are available only in electronic format which Bidders can download free of cost from the website www.gmdcltd.com and <https://www.gmdc.nprocure.com>
- b. Price bid should be submitted online through the website <https://www.gmdc.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished online only. Also no fax, e-mail, letters will be entertained for the same.
- c. Bidders who wish to participate in online RFPs will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below.
- d. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:
(n)Procure Cell
(n)Code solutions A division of GNFC
403,GNFC Info-Tower, Bodakdev,
Ahmedabad-380054(India)
Tel: +9126857316/17/18 Fax:+917926857321
TollFree:1800-233-1010
E-mail:nprocure@gnvfc.net
- e. Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online RFPing process is not possible without valid digital signature certificate.
- f. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of RFP submission.
- g. (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms/supporting document submitted by bidder. (n)code solutions is fully authorized to issue digital signature certificate to bidders.
- h. All the bidders who have no facility to participate in online RFPs are requested to contact (n)code solutions for the same.
- i. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n)code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n)code is requested).
- j. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n)code solutions directly on the above mentioned address

ANNEXURES

ANNEXURE-I-LETTER OF SUBMISSION

To,
General Manager (PP & D)
Gujarat Mineral Development Corporation Limited
Khanij Bhavan, 2ndFloor, Wing A,
132 Ft. Ring Road, University Ground,
Vastrapur, Ahmedabad-380052, Gujarat, India

Dear Sir,

Sub: Submission of Offer against e-RFP Reference No.....

I/We hereby offer to carry out the work detailed in the e-RFP Specification issued by Gujarat Mineral Development Corporation Limited, Ahmedabad in accordance with the terms and conditions thereof.

I/We further agree to execute all the works referred to in the said e-RFP documents upon terms and conditions contained or referred to therein without any conditional offer.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) and RFP processing fee as per details furnished in the e-RFP document.

Place:
Date:

Authorized Representative of e-RFP:
Name: Address: Signature:



ANNEXURE-II DETAILS OF THE BIDDER

Sr. No.	Particulars	Details
1	Name	
2	Address	
3	Contact person and Contact No.	
4	Email Id	
5	Fax	
6	Website	
7	Year of Establishment	
8	GST No.	
9	PAN no.	

ANNEXURE-III –SIMILAR ASSIGNMENTS

Sr. No.	Project Name	Coal/Mineral Associated	Date of Award	Duration in months	Project cost in Lakh Rs.	Current Status of the Project	Details of the Project
1							
2							
3							
4							

***Important Note:** Bidder is requested to submit all the relevant documents (including work order with work completion certificate) for the same.

Work / Job Completion Certificate issued by the authorized representative of the client / principal employer indicating scope and value of work to be furnished; where completion letter does not contain scope or value of the assignment in sufficient detail, work order to be additionally furnished; in the event neither of the two documents can be produced, a certificate from the statutory or independent auditor (to be signed by Chartered Accountant) can be furnished providing brief description of work, value and confirming receipt of full payment against completion of such work.

ANNEXURE-IV – CV FORMAT FOR EXPERTS

Sr. No.	Particulars	Details
1	Name	
2	Address	
3	Contact No.	
4	Email	
5	Qualification (Highest qualification to SSC with percentage, passing year and University)	
6	Similar assignments in detail (Projects undertaken, project duration, Roles & responsibilities etc.)	
7	Employment record(company, designation, duration, year)	

ANNEXURE – V - FORMAT FOR PRICE BID

(To be submitted online ONLY)

Sr. No.	Description of Work	Rate in Rs. (inclusive of all taxes and levies excluding GST)
1	Design, Engineering, manufacture, supply, installation, Testing, commissioning of mobile sulphur / pyrite removal plant from 1.50 Million Tonne \pm 10% per annum ROM lignite by Environmental friendly dry technology at our Surkha (North) Lignite Mine, Tal : Ghogha, Dist : Bhavnagar, Gujarat.	

Total amount in words :(Rupees...)

ANNEXURE – VI - List of Approved Banks for EMD and Security Deposit if Bidder intends to submit Bank Guarantee

Finance Department, GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022

(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 31,2023. 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

- A U Small Finance Bank
- Ahmedabad Mercantile Co-Operative Bank Limited
- Axis Bank
- City Union Bank
- DBS Bank India Limited
- DCB Bank
- Equitas Small Finance Bank
- Federal Bank
- HDFC Bank
- ICICI Bank
- IndusInd Bank
- Kalapur Commercial Co-Operative Bank Limited
- Kotak Mahindra Bank
- Nutan Nagrik Sahakari Bank Limited
- Rajkot Nagrik Sahakari Bank Limited
- RBL Bank
- Saraswat Co-Operative Bank
- Saurashtra Gramin Bank
- Standard Chartered Bank
- Tamilnadu Mercantile Bank
- The Gujarat State Co-Operative Bank
- The Mehsana Urban Co-Operative Bank Limited
- The Surat District Co-Operative Bank
- The Surat Peoples Co-Operative Bank
- Ujjivan Small Finance Bank