

---

**Request for Proposal (RFP) for Retrofitting of  
Emission Control Devices (RECD)/equipment in DG  
sets with the capacity of 125 KVA and above at  
various projects of GMDC Ltd. to comply the Circular  
issued by Gujarat Pollution Control Board,  
Gandhinagar issued dated: 26.10.2023**

---

**GMDC/ENV/ 02 /2025-26**



**Gujarat Mineral Development Corporation Limited  
Khanij Bhavan, 132-ft Ring Road, Gujarat University Ground,  
Vastrapur, Ahmedabad- 380052**

**August, 2025**

## DISCLAIMER

**This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders interested in Request for Proposal (RFP) for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd.to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023**

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 site visits for due diligence that may be required or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.

## TABLE OF CONTENTS

<b>SECTION I: BACKGROUND</b>	<b>8</b>
<b>SECTION II: SCOPE OF WORK</b>	<b>9</b>
<b>1 Scope of Work</b>	<b>9</b>
1.1. Planning and Site Preparation on site locations:	9
1.2. Logistics, dismantling , pre-installation activities onsite:	10
1.3. Supply, Installation, Testing & commissioning of RECD:	11
1.4. Other General Terms & Conditions:	14
<b>2 Duration of Contract and Work:</b>	<b>15</b>
<b>SECTION III: LIQUIDATED DAMAGES AND DEFECT LIABILITY PERIOD</b>	<b>16</b>
<b>1 Liquidated Damages.</b>	<b>16</b>
<b>2 Defect Liability Period.</b>	<b>16</b>
<b>SECTION IV: INSTRUCTIONS TO BIDDERS</b>	<b>18</b>
<b>1. Introduction</b>	<b>18</b>
1.1. Bidding Process	18
1.2. Due Diligence	18
1.3. Acknowledgement by Bidder	18
1.4. Cost of Bidding	19
1.5. RFP Fee	19
1.6. Schedule of Bidding	20
<b>2. General</b>	<b>22</b>
2.1. Bid Validity	22
2.2. Numbers of Bids by Bidder	22
2.3. Governing Law and Jurisdiction	22
2.4. Authority's Right to Accept and Reject any Bids or all Bids	22
2.5. Earnest Money Deposit (EMD)/Bid Security	23
<b>3. Documents</b>	<b>25</b>
3.1. Content of RFP	25
3.2. Clarification to RFP Documents	25
3.3. Amendment of Bidding Documents	25
<b>4. Preparation and submission of bids</b>	<b>26</b>
4.1. Language of Bid	26
4.2. Bid Currency	26
4.3. Format and Signing of Bid	26
4.4. Submission Format & Sealing and Marking of Proposals	26
4.5. Bid Due Date	28

4.6.	Late Submission-----	28
4.7.	Modification and Withdrawal of Bids -----	28
<b>5.</b>	<b>Bid evaluation criteria -----</b>	<b>29</b>
5.1.	Qualification Criteria-----	29
5.2.	Technical Score Criteria -----	30
5.3.	Financial Score -----	32
<b>6.</b>	<b>Evaluation Process -----</b>	<b>32</b>
6.1.	Opening of Technical Bid -----	32
6.2.	Evaluation of Technical Bid-----	32
6.3.	Opening of Price Bid/Financial bid -----	33
6.4.	Evaluation of Price Bid -----	33
6.5.	Composite Score-----	34
6.6.	Clarification of Bids and Request for additional/missing information-----	34
6.7.	Verification and Disqualification-----	34
6.8.	Contacts during Bid Evaluation-----	36
6.9.	Correspondence with Bidder -----	36
6.10.	Confidentiality-----	36
<b>7.</b>	<b>Selection of Successful Bidder -----</b>	<b>36</b>
7.1.	Notification of Award-----	36
7.2.	Performance Security -----	37
7.3.	Commencement of Work/Assignment-----	38
7.4.	Proprietary Data -----	38
7.5.	Tax Liability-----	38
<b>8.</b>	<b>Fraud and Corrupt Practices-----</b>	<b>38</b>
<b>9.</b>	<b>Conflict of Interest -----</b>	<b>39</b>
<b>10.</b>	<b>Miscellaneous 41</b>	
	<b>SECTION V: PRICES AND PAYMENT TERMS-----</b>	<b>43</b>
<b>1.</b>	<b>Prices for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd. to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023” -----</b>	<b>43</b>
<b>2.</b>	<b>Payment Terms -----</b>	<b>43</b>
	<b>SECTION VI: CONTRACT TERMS AND CONDITIONS -----</b>	<b>45</b>
1.	General-----	47
2.	General Terms-----	50
3.	Obligations of the Successful Bidder-----	52
4.	Force Majeure-----	58
5.	Suspension of Agreement -----	62
6.	Obligations of GMDC -----	62

7.	Payment To the Successful Bidder -----	63
8.	Liquidated Damages -----	63
9.	Performance Security -----	63
10.	Quality Control -----	64
11.	Event of Default and Termination -----	65
12.	Dispute Resolution -----	69
13.	Fairness And Good Faith -----	70
14.	Miscellaneous -----	71
<b>SECTION VII: ANNEXURES -----</b>		<b>73</b>
<b>Annexure 1: Letter of Bid Submission -----</b>		<b>73</b>
<b>Annexure 2: Bidder’s Organization details -----</b>		<b>74</b>
<b>Annexure 3: Auditor’s Certificate for Turnover for bidder -----</b>		<b>75</b>
<b>Annexure 4: Declaration for Non-Blacklisting -----</b>		<b>76</b>
<b>Annexure 5: Work Experience Details -----</b>		<b>77</b>
Annexure 6: Declaration of Site Visit-----		78
From Bidder -----		78
From GMDC -----		78
<b>Annexure 7: Undertaking -----</b>		<b>79</b>
<b>Annexure 8: Format of Power of Attorney for authorizing Bidder’s Signatory -----</b>		<b>80</b>
<b>Annexure 9: Price Bid Format -----</b>		<b>81</b>
<b>Annexure 10: Performance Bank Guarantee Format -----</b>		<b>82</b>
<b>Annexure 11: List of Approved Banks -----</b>		<b>84</b>
<b>Annexure 12: Site Information -----</b>		<b>85</b>

## 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”** shall mean the Gujarat Mineral Development Corporation Ltd which shall appoint the Agency for the captioned work.
- **“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 Successful 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.
- **“Successful Bidder”** shall mean the Agency who are selected by GMDC/ Authority as per the process outlined in this RFP document for assisting GMDC in executing the Scope of Work specified in this RFP 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.
- **“Bid/ Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
- **“Bidding Documents”** means document comprising RFP its annexure and schedule thereof.
- **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION IV.
- **“Bid Process/ Selection Process”** means the process of selection of the Successful Bidder through Two 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.
- **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION IV.
- **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION IV.
- **“Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of SECTION IV.
- **“Parties”** means the parties to the Agreement and **“Party”** means either of them, as the

context may admit or require.

- **“Qualification Criteria”** means criteria specified in clause 5.1 of SECTION IV.
- **“Preferred Bidder”** shall have a meaning specified in Clause 6.3 of RFP SECTION IV.
- **“Rates/ Price Bid/ Total Fees”** shall mean the charges payable by GMDC as against services provided by Successful Bidder for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd. to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023
- **“RFP” and / or “RFP Document”** means RFP document along with Annexure attached issued for the purpose of selecting a Successful Bidder for the Project.
- **“Site/ Project Site”** is the area defined in which the project is executed.
- **“Service Levels/ Performance Parameters”** shall have a meaning specified in Section III.
- **“Vandalism”** means destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub Successful Bidder 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.

Gujarat Pollution Control Board, Gandhinagar issued the referred Circular dated 26.10.2023 to all the Industries and Establishments, Projects, Buildings, utilities, airports, railway stations or any other places operating DG sets of Capacity 125 KVA and above.

Particulate matter emissions due to operation of Gen sets have also been identified by the National Clean Air Programme (NCAP) and by the Honourable National Green Tribunal (NGT) as major sources of emissions. As per this Programme Diesel Generator sets are found to be one of the major sources of Air pollution in Indian cities and states. It further states that Air Pollution caused by DG sets needs to be a part of action plan which may require necessary retrofitting of Emission Control Devices/ Equipment on generators which are already in use. CPCB has notified the procedure for certification of RECD for reduction in particulate matter (PM) by using Retrofitted Emission Control Devices (RECD) for in-use diesel operated Internal combustion engines up to 800 KW(1000 KVA) with details on their website.

Hence, through this RFP, GMDC is inviting bids/ proposals from interested competent parties who can perform Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd. to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023.

The RFP comprises of Scope of Work of the Agency/Successful Bidder, 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

The Successful Bidder shall have to undertake the Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various identified projects of GMDC Ltd. to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023.

GMDC has in-use Diesel Generator sets at various locations across the Gujarat state. GPCB and CPCB via NGT order has issued a circular mandating users of Diesel Generator sets to capture particulate matter from the exhaust of the genset in order to curtail air pollution that is caused due to working of the same. GPCB during October,2023 and CPCB in 2022 have laid out directions to the users, through circular, to comply with such regulations under Air pollution prevention and Environmental protection act.

With reference to above GMDC intends for Retrofitting Emission Control Device (RECD) in the generator sets that are in use at various locations as mentioned in the tender, the work involves supply, installation, testing and commissioning including pre and post emission test reports through NABL approved lab. The interested parties should visit the sites as mentioned in the tender.

Details of the DG sets identified for RECD are as mentioned below:

Sr. No.	Name of Project	DG sets of 125 KVA or above where RECD is required	Total no of DG for RECD	Year of Manufacturing
1	Amod (G-19) extension	160, 250	2	2009,2014
2	Tadkeshwar	250, 250	2	2010
3	Umarsar	250	1	2015
4	ATPS	380	1	2006
<b>Total DG sets identified for RECD</b>			<b>6</b>	

Below are the activities required to be done by the successful agency for the successful completion of work:

#### 1.1. Planning and Site Preparation on site locations:

- The Successful Bidder shall conduct surveys of all the mining site location and assess the ground conditions, accessibility, and space availability for the RECD.
- The Successful Bidder shall Review existing DG installation at site to finalize compatibility and layout for RECD integration.
- The Successful Bidder shall prepare of GA (General Arrangement) drawings, SLD (Single Line Diagram), and civil/mechanical/electrical interfaces required for the installation and hand it over to the site in-charge of GMDC.

- The Successful Bidder shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials.
- The Successful Bidder shall plan for dismantling, transportation logistics, shifting, including route planning, reinstallation and any special transport requirements (e.g., oversized load permits) if required at the site at their own cost.
- The Successful Bidder shall excavate and prepare the foundation area according to the requirement including preparation of the RCC foundation structure design and construction of the required foundation.
- The Successful Bidder shall prepare concrete foundations and allow adequate curing time for settling of the RCC as per the standard/ good industry practice.
- The Successful Bidder shall Design RECD to meet emission norms with minimum 70% PM removal efficiency.

#### **1.2. Logistics, dismantling , pre-installation activities onsite:**

- The Successful Bidder shall intimate GMDC well in advance before work execution and the delivery of the devices on site.
- The Successful Bidder shall safely disconnect the required components of DG, including electrical lines and carefully remove equipment and other sensitive components and must not remove the muffler of the Generator set.
- The Successful Bidder shall have to safely do the loading, transportation and unloading of all components to sites, taking care to avoid any damage.
- All type of mobilization, demobilization and local conveyance for manpower deployed for the work shall be in Successful Bidder's scope. The Successful Bidder shall also depute one qualified and experienced engineer for overall supervision of work.
- Successful Bidder shall submit list of your manpower including supervisor, engineer and materials for preparing gate pass before executing the job.
- The Successful Bidder shall provide required transportation vehicles like Hydra, Crane, Loader, other vehicles, etc. for successfully completion of the work.
- The Successful Bidder shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the Successful Bidder or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.

### **1.3. Supply, Installation, Testing & commissioning of RECD:**

- The Successful bidder shall install all the equipment, instruments, excavation, civil work, foundation, piping, cabling work, Necessary civil pad/structure etc for successfully commissioning of RECD.
- The installation shall be done on the basis of the 3D drawings approved by GMDC, the drawings shall be in auto-cad / pdf , clearly showing Diesel Genset, Emission Control Device and emission stack, further, dimensions of emission control device , diameter of pipe, number of flanges, cladding works, sampling point, Support structure for MS pipe, inlet and outlet manifold, connection with stack and sampling point at stack should be marked in the drawing.
- Once approval of the above drawing is given to successful bidder, accordingly the planning for installation shall be done. After RECD installation works is executed, the Successful bidder shall commission the RECD and shall demonstrate all functionalities of the same to the GMDC team on the site, powering the machine , checking if cleaning mechanism is working. Also required separate earthing for ground to machine and neutral to main power supply is to be provided with necessary protection.
- The Successful bidder shall retrofit the device on the existing set up of the diesel generator set without making any modifications whatsoever, the scope of vendor will be post the muffler/silencer of the diesel generator set.
- The Successful bidder shall reassemble all components, ensuring correct alignment, fit and ensuring they are properly working.
- The Successful bidder shall provide with Weatherproof control panel with auto/manual operations and fault alarm indications with all necessary ducting, structural supports, clamps, vibration isolators, and fasteners.
- The Successful bidder shall provide emission control device which is equivalent to the genset rating, further, along with the machine all other accessories along with proper packing , labelling with each part number. Emission control device should be new in condition , along with name plate giving details of manufacturing plant address, Serial number, KVA rating, manufacturing date and all other necessary details and type approval certificate.
- The Successful bidder shall provide the device which should incorporate a mechanism to collect precipitated soot into an isolated soot bin, that can be vacuumed out periodically. RECD should be designed to allow maximum flow rate of the generator set without any kind of restriction that may increase the back pressure. The design

should provide for a pass through flow passage to the flue gas thus resulting in creation of minimal backpressure.

- The RECD shall have mechanism in which the agglomerated particulate matter can be scrapped off through an automated process without any kind of manual intervention. RECD should not incorporate any bypass valve.
- The RECD should be filter less in nature and should not use any kind of reagents, filter, water or fuel for cleaning or regeneration, RECD shall be dry type and in any case use of water/chemical/agent for cleaning or any other process will not be permitted.
- The RECD fuel penalty shall be Nil and no extra diesel will be permitted to be used.
- The emission control device shall not increase secondary emissions such as NOx or other pollutants in the process of capturing particulate matter. Any kind of regeneration should not be part of RECD due to its nature of Burning of soot thereby keeping into consideration the current environmental and working conditions and secondary emissions caused.
- The RECD device should be operational and running all times without any breakdown, in cases where there is any fault in RECD, the Diesel Generator set should be able to operate in normal condition so as to avoid any kind of blackout situation in the mines area.
- The Successful bidder shall also make changes to the agreed layouts basis the installation site conditions. To provide for access and placement of the RECD at the planned location for installation, it may be required to break a compound wall temporarily, removal & reconstruction of which will be under bidder's scope. Any land filling and levelling, if required, which will be under bidder's scope.
- The Installation requires a firm concrete base structure or MS structure on which the machine will be placed. The construction of the required base will be in the scope of Successful Bidder.
- The Successful bidder shall Provide armored cable for power supply and diagnostics will be successful bidder responsibility. They shall also supply required earthing materials and accessories. All Tools, testing equipment, and consumables needed for installation and commissioning will be in successful bidder's scope.
- Supply, laying and termination of interconnecting power and control cable between RECD equipment and the DG set control panel shall be done by the successful bidder. The cable supplied shall be ISI marked PVC insulated, armored cable (FR Grade), with copper conductor having insulation of PVC compound, suitable for rated voltage up to and including 1100 volts. Total length of the cabling shall be as per site requirement. Supply, laying and termination of interconnecting power and control cable between

RECD equipment as per CPCB regulations, also to be done cabling around the clock the RECD must be indicating on signal.

- The Successful bidder shall provide complete contact details of service engineer to be contacted for free service during the warranty.
- Necessary changes to the stack shall be made according to the pre-approved design layout shared by the Successful Bidder with GMDC. The successful bidder may also make changes to the agreed layouts basis the installation site conditions.
- From commencement to completion of the work(s) as a whole, the Successful Bidder shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof. if any damage is caused during the whole work, the Successful Bidder shall repair/replace at their own cost.
- After Successful commissioning , a report consisting RECD model number, engine model number, installation procedure and NABL pre and post test results should be arranged in order to establish minimum 70% PM capturing as per the compliance requirement, such a report should be sent from the lab directly to GMDC for compliance records. The successful bidder shall assist GMDC in preparing documents that are necessary to submit to GPCB local and head office for closure of the compliance procedure.
- The Successful Bidder shall conduct a final inspection in presence of a team of respective project sites to ensure all aspects of the installation meet project specifications and safety standards.
- The Successful Bidder shall test the entire system for operational accuracy and submit the analytical test report before and after the successful commissioning of the work through NABL accredited laboratory. The report shall contain analysis showing the reduction in Particulate matter (minimum 70 % capturing capacity) requirements laid down in the RFP.
- The Successful Bidder shall submit the final electrical drawing including piping & instrument diagram, Civil drawings of foundation, shed and other related documents to GMDC after successfully commissioning of the device.
- The Successful Bidder shall provide 12-month comprehensive warranty from date of commissioning.
- The Successful Bidder shall submit the following documents (hard & soft copy):
  1. GA drawings and SLDs.
  2. Test and calibration certificates.
  3. Pre-commissioning and commissioning checklists.
  4. Operation & Maintenance Manual.
  5. Warranty Certificates.

6. Training records and attendance sheet.

7. Emission test results (certified by third-party lab -NABL approved)

- The Successful Bidder shall submit Type approval certificate obtained by one Of the five Central Pollution Control Board, Govt. of India, recognized/approved laboratories as given below:
  - Automotive Research Association of India, Pune (Maharashtra)
  - International Centre for Automotive Technology, Manesar (Haryana)
  - Indian Oil Corporation, Research and Development Centre, Faridabad (Haryana)
  - Indian Institute Petroleum, Dehradun (Uttarakhand); or
  - Vehicle Research Development Establishment, Ahmednagar (Maharashtra)

#### **1.4. Other General Terms & Conditions:**

- The work shall be carried out in a manner to satisfy needs of the GMDC with good practice. A qualified and experienced engineer shall be engaged for site supervision.
- All materials, testing appliances, tools, tackles consumables & spares etc. necessary for the successful execution & completion shall be provided by the Successful Bidder.
- Cement & aggregates required for the construction, erection works shall be procured by the Successful Bidder at his own cost. All the cement to be used for the proposed work for any civil engineering activity shall be Portland Pozzolana Cement (Fly Ash based), confirming to IS: 1489, Part-I (Latest Edition) and from the specified successful bidder/manufacturers only.
- All reinforcement and structural steel required for construction, erection and other allied job shall be procured by the bidder at his own cost. All the reinforcement steel to be used for the RCC work for the proposed Retrofitting work at all levels, shall be CRS (Corrosion Resistant Steel) type of Fe 500 Grade confirming to IS:1786 and from the specified successful bidder/manufacturers only.
- Only necessary electrical power will be supplied free of charge by GMDC during testing and commissioning work. All other consumable and any arrangements shall have to be made by the Successful Bidder at his own cost.
- Any other works which is not mentioned but necessary for successful dismantling, shifting, installation , testing & commissioning would be in the scope of Successful Bidder.
- For the items, which are not supplied, or the works, which are not being carried out by the Successful Bidder, as the case may be, shall be completed at the risk and cost of the Successful Bidder.
- The Successful Bidder will abide by statutory regulations applicable at the project e.g. Mines Act, Factory Act, Environmental law and other related Law & Regulations etc.

- The Successful Bidder will remain in contact with the Engineer-In-Charge of GMDC. The Successful Bidder shall submit the final commissioning report duly signed by its authorized representative and verified by EIC of GMDC.
- All the safety and factory rules shall be strictly followed. The Successful Bidder is fully responsible for the safety of his staff and workmen and must equip them with safety appliances and tools.
- The Successful Bidder shall carry out On-site training of technical staff onsite on system operation, routine checks, preventive maintenance, and fault diagnostics.
- The Successful Bidder shall be responsible for safety of DG sets. If any damages occur, then the Successful Bidder shall be responsible for repairing the damages made to the equipment's and plant of GMDC and compensate for the cost of damages.
- GMDC reserves the right to terminate this contract at any time without assigning any reason/s. On withdrawal of bidder work order before the contract period by the tenderer, Successful Bidder will not make any query or complaint by any mean.
- Any dispute shall be resolved mutually. In case of failure, the dispute shall be subject to Jurisdiction of Ahmedabad courts only.

## 2 Duration of Contract and Work:

- Time and quality are the essence of the contract and Successful Bidder has to complete the work accordingly. Looking to this, Successful Bidder has to complete the work within **6 months** from the date of intimation from GMDC.
- In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Successful Bidder.
- GMDC reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and / or breach of any terms and conditions of the contract, GMDC shall have discretion to take appropriate action including termination of the contract.
- All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if the Successful Bidder fails to comply the laws; it will be done at the risk and cost of the Successful Bidder and expenses will be recovered from Bills of the Successful Bidder.

## SECTION III: LIQUIDATED DAMAGES AND DEFECT LIABILITY PERIOD

### 1 Liquidated Damages.

- Time and quality are the essence of the contract and Successful Bidder has to complete the work accordingly. Looking to this, if work is not completed within timeline & quality (i.e. within 6 months after intimation of GMDC), the LD will be levied 1.0% of total contract value per week subject to maximum 10% of total contract value. More than 3 days will be considered as week for determination of liquidated damages.
- Incompletion of any work or part of the work found of the contract affecting to the operation and safety of equipment and manpower shall be considered non-completion of the work and may lead to liquidated damage of 1.0% of total contract value per week subject to maximum 10% of total contract value.
- For major breakdown/repair/service works, depending on the case-to-case basis, a minutes of meeting (MoM) shall be prepared for respective case and the team comprising of GMDC officials and agency staff shall decide a mutual date for "completion of the work" to be undertaken by the agency and shall be approved by GMDC officials. Within the approved time frame the Successful Bidder shall complete the work. For the approval of timeframe, GM (Project) shall be the authorized person to provide the approval for the respective case based on the joint analysis undertaken by GMDC and agency team members. For any further delay then the time frame given, the Successful Bidder shall be penalized until the work is not completed.
- Under any circumstances GMDC shall not be liable to pay any compensation to the Successful Bidder.
- GMDC reserves right to terminate the contract and get the balance work completed at the cost and risk of the Successful Bidder including service charges of GMDC, if the work shall not be carried out up to the satisfaction of GMDC and not completed in time.

### 2 Defect Liability Period.

- The defect liability period of 12 (Twelve) months.
- The defect liability is applicable for RECD equipment, Electrical connections, Earthing, Civil structure, MS structure, Foundation, Fixture of equipment's/instruments, Civil pads etc.
- During the Defect Liability Period, the Successful Bidder shall;
  - Rectify/Correct/ remedy any defect/fault /damage that occurred to the equipment within the timeline specified by GMDC on as and when basis upon identification and notification of such defect(s).
  - The Successful Bidder 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 Successful Bidder during the working period and Defect Liability Period. In case the defect has occurred due to reasons which are not attributable to the Successful Bidder such as Force Majeure, Vandalism etc., the cost of defect rectification shall be borne by GMDC.

- In addition to above, the Successful Bidder shall rectify the defect within the Agreed Timeline. In case of non-adherence, GMDC shall collect liquidated damages of 1.0% of the amount of Performance Security per week of delay for additional 20 days, for a maximum up to 10% of the amount of Performance Security.
- In case the Successful Bidder 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 detailed out in this RFP for Selection of Successful Bidder for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd. to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023 (the “**Bidding Process**”).

Technical Bid shall be submitted physically whereas Price Bid/ Financial Bid shall be submitted online through <https://gmdctender.nprocure.com/> . The Bidders are required to place pen drive comprising of soft copy of technical proposal/Bid as part of Technical Bid submission along with Physical copy. The Bids for which the Price Bid is submitted in hard copy / physical form/ pen drive shall be rejected as non- responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.

- b. The Bidders need to offer 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, only Bidder’s meeting Responsiveness Test, and Qualification Criteria as specified in clause 6.2(a) and 5.1 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 6 of RFP Section IV. 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.

#### 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 will need to submit a nonrefundable RFP Document/Tender Fee of **INR 2,950 (i.e., RFP fees of INR 2,500 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	Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023 at various projects of GMDC Ltd.																								
Date from which RFP documents will be available	RFP shall be available from <b>20/08/2025</b> from <a href="https://gmdctender.nprocure.com/">https://gmdctender.nprocure.com/</a> and company website <a href="https://www.gmdcltd.com">https://www.gmdcltd.com</a> . Interested Bidders can download the RFP documents from this website.																								
Site Visit (Mandatory)	Bidders are requested to mandatorily undertake site visit of each of the site mentioned in the Section 2 Scope of work. Bidders to duly fill the form provided in Annexure 6 of this document and bring along with them to the mine location.																								
Last date for receiving Pre-Bid queries/clarifications	<p>Bidders may send their queries by <b>30/08/2025</b> up to 17:00 hrs to following contacts or reach out for any assistance.</p> <p><b>General Manager (Environment)</b>  <b>GMDC Limited</b>            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 the following format in excel format:</p> <table border="1" data-bbox="592 1240 1414 1868"> <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">Mobile:</td> </tr> <tr> <td></td> <td></td> <td colspan="2">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				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																							
		Mobile:																							
		Email:																							
Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought																						
1.																									
Online Submission of Price Bid	The Price Bid is to be submitted online <b>only</b> at designated place at <a href="https://gmdctender.nprocure.com/">https://gmdctender.nprocure.com/</a> <b>10/09/2025</b> up-to 17:00 hrs. and (i) any submission of offline price bid (i.e., physical																								

Event Description	Date, Time and Address
	<p>submission) or (ii) 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 <b>physical offline mode after the submission of the Price Bid</b> at the designated address by the deadline mentioned.</p>
Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	<p>The Technical Bid is to be submitted offline, on or before <b>12/09/2025 up to 17:00 Hrs.</b> at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, <b>by Speed Post/RPAD/Hand delivery/Courier</b> in sealed cover duly super scribed as mentioned in the RFP.</p>
Opening of Technical Bid	<p>On <b>15/09/2025 AT 12:00 Hrs.</b> at GMDC Corporate office, Ahmedabad</p>
Opening of Price Bid	<p>To be indicated to later after completion of Technical Evaluation.</p>
Signing of Agreement	<p>Within 30 days from the date of issuance of LOA.</p>
<b>General and Important Terms and Conditions</b>	<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 <b><a href="https://gmdctender.nprocure.com/">https://gmdctender.nprocure.com/</a></b> __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 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</p>

Event Description	Date, Time and Address
	returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

GMDC shall endeavour 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 Eighty 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, 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 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 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 9,00,000/- (Rupees Nine Lakh Only)** shall be provided in favour 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 11 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. 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 SFMS<sup>1</sup> under our IFS Code: ICIC0000024 and UIC GMDC530265584 for bank Name: ICICI BANK LTD.

---

<sup>1</sup> Structured Finance Messaging System (SFMS) is a RBI mandated Bank Guarantee Messaging System.

- 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 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 in SECTION IV of RFP;
  - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
  - iii. In the case of Successful Bidder, if it fails within the specified time limit –
    - 1) to sign and return the duplicate copy of LOA
    - 2) to sign the Agreement within the time period specified by GMDC.
    - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
    - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

### 3. Documents

#### 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 3.3 of this section.

##### **Notice Inviting Tender**

- SECTION I: Background
- SECTION II: Scope of Work
- SECTION III: Liquidated Damages and Defect Liability Period
- SECTION IV: Instruction to Bidders (ITB)
- SECTION V: Prices and 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://gmdctender.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 endeavour to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by GMDC, or its employees or representatives, shall not in any way or manner be binding on GMDC.

#### 3.3. 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://gmdctender.nprocure.com/>.

- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid Due Date.

## 4. Preparation and submission of bids

### 4.1. Language of Bid

- a) The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by 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 favour of the person vesting power to the person signing the Bid.

### 4.4. Submission Format & Sealing and Marking of Proposals

- a) The original instruments of the EMD/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:

***"RFP for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023 at various projects of GMDC Ltd. - EMD and RFP Fees."***

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

Sr. No	Annexure No.	Particulars
1.	1	Letter of Bid Submissions signed by the authorized signatory of Bidder
2.	2	Bidder's Organization details: Certificate of registration in India, GSTIN certificate, PAN details <b>OR</b> Partnership deed, GSTIN registration, PAN details <b>OR</b> Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.
3.	3	Registered Chartered Accountants statement specifying audited Turnover for the last three years as per clause 5.1 of Section IV Audited Financial statements for the last three years as per clause 5.1 of Section IV
4.	4	No Blacklisting certificate on Stamp Paper
5.	5	Work Experience details
6.	6	Declaration of the Site visit
7.	7	The undertaking of information and document provided is true.
8.	8	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
9.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
10.		A pen drive comprising of soft copy of Technical Bid is also to be submitted as part of the 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 superscribed:

***“RFP for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd.to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023”- Technical Bid”.***

***“RFP for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd.to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023”– Bid submission”.***

**Note: 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:**

**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://gmdctender.nprocure.com/> as per the format provided in the Annexure 9.
- 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 3.3. 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://gmdctender.nprocure.com/> .

**4.6. Late Submission**

- a) Physical submissions for Technical Bid and EMD &RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) 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](mailto: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 6.2 a)** 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. Qualification Criteria

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

- a) The Bidder, 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 bidder, shall have Employees' Provident Funds Registration as per the applicable laws if applicable or should have a workmens compensation policy.
- c) Original Equipment Manufacturer (OEM), who is manufacturer of the RECD equipment/product and holds complete responsibility for design, manufacture, quality assurance, and supply of the equipment **OR** An OES of the OEM, duly nominated/authorized by the OEM (Not more than 2 forms can be issued by a single OEM for this tender) through a valid Authorization/Dealership/Distributor certificate, clearly indicating the bidder's status as an approved OES for the offered product/equipment.
- d) In case the bid is submitted by an OES, the following conditions shall apply:
- A valid Manufacturer's Authorization Certificate (MAC) from the OEM shall be furnished, confirming that the bidder is an authorized OES and is permitted to quote, supply, install, and provide after-sales support for the offered equipment.
  - The OEM shall provide a written undertaking to extend full technical, warranty, and after-sales service support through the OES for the contract duration.
- e) In case the OES fails to deliver performance obligations, the OEM shall be fully responsible for meeting all contractual obligations.

- f) The Bidder should have the following minimum experience in India in the last 2 years preceding the Bid due date.
- The Bidder should have Satisfactorily supplied at-least 3 Retrofitting devices in PSU/State Govt./Central Govt/Private Organizations in last 3 years ending on the last day of July 2025 (i.e. the period from 01.08.2022 to 31.07.2025) preceding the Bid due date.
  - The Bidder should have minimum Turnover worth Rs. 21,00,000/- in last 2 years ending on the last day of July 2025 (i.e. the period from 01.08.2023 to 31.07.2025)
  - The Bidder should have Positive net worth in last 2 years
- g) The bidders are required to conduct a site visit mandatorily before submission of the Bid to understand the site specific situation. The Bidder shall be required to submit the Site Familiarisation Visit certificate (Annexure 18), obtained from Project Site/Concerned Officials of GMDC, compulsorily as part of the technical bid, to meet the qualification criteria.
- h) The bidder should have valid Type approval certificate issued by CPCB.

## 5.2. Technical Score Criteria

The Bids of the Bidder meeting above Qualification 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:

Sl. No.	Marking Criteria	Documentary Requirements	Maximum Marks	Sub Marks
1	Bidder must have Annual Turnover of from 3 consecutive <b>Financial years</b> out of last five financial years (FY 2020-21, FY 2021-22, FY 2022-23 , FY 2023-24 and FY 2024-25. )	Certificate from the Chartered Accountant	30	
a	<i>&lt; Rs. 30 Lacs</i>			15
b	<i>Rs. 30 Lacs-Rs. 50 Lacs</i>			20
c	<i>&gt; Rs. 50 Lacs</i>			30
2	The Bidders should have the minimum experience of having successfully completed Supply or SITC (or combination of both) of RECDs during the last Two (2) years ending on the last day of July 2025 (i.e. the period from 01.08.2023 to 31.07.2025) as follows:  1. Three similar completed works during	Work Order and client completion performance/ completion certificate.	30	1. 30 Marks

	<p>the last Two (2) years ending on the last day of July 2025 (i.e. the period from 01.08.2023 to 31.07.2025):</p> <p style="text-align: center;"><b>OR</b></p> <p>2. Two similar completed works during the Two(2) years ending on the last day of July 2025 (i.e. the period from 01.08.2023 to 31.07.2025):</p> <p style="text-align: center;"><b>OR</b></p> <p>3. One similar completed work during the last Two (2) Year ending on the last day of July 2025 (i.e. the period from 01.08.2023 to 31.07.2025):</p>			<p>2. 20 Marks</p> <p>3. 10 Marks</p>
5	<p>Manpower should have minimum 5 years of experience:</p> <p><i>Mechanical Engineer - BE /B -Tech/ME/M. Tech</i></p> <p style="text-align: center;"><b>OR</b></p> <p>Electrical Engineer- BE/B-Tech/ME/M. Tech</p>	Educational documents and experience certificates	10	<p>5</p> <p>5</p>
6	At-least 1 similar completed work in PSU/GOVT organization	Purchase orders and work completion certificates	5	
7	Approach and Methodology / technology presentation <i>for the Detailed design and project Execution, installation plans and timelines, resources deployment plan</i>	Presentation	25	
	<b>Total Marks</b>		<b>100</b>	

### 5.3 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 6.2.

### 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 TB 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 Pre-Qualification Criteria specified in clause 5.1 in order to qualify for next stage of assessment.
- 3) The Financial Bids/ Price Bids of only Technically Qualified Bidders shall be opened. Evaluation of Financial Bid/ Price Bids of only Technically Qualified Bids/ Bidders shall be carried out.

**6.3. Opening of Price Bid/Financial bid**

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdctender.nprocure.com/> as per the indicative format specified in Annexure 9 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Qualification Criteria in accordance with 5.1, shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 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 5.2.

**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 contract price as specified **Annexure 12** of this RFP.
- c) The price for above shall be quoted shall be inclusive of all taxes, except GST. Applicable GST at the time of invoicing shall be paid by GMDC.
- d) 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 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 Successful Bidder**

#### **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)"). and GMDC intends to issue Work Order to the Successful Bidder. This Letter ("Letter of Intent"/ "LOA") shall be issued, in duplicate.
- (ii) The 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.
- (iii) The Successful Bidder shall furnish the Performance Security in accordance with clause 7.3 within 15 days from the date of LOA.

- (iv) Upon receipt of the Performance Security, GMDC shall issue Work Order to Agency with detailed terms and condition as per the RFP. The Agency shall, within 7 (seven) days of the receipt of the Work Order (the “Work Order”), sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the Work Order duly signed by the Agency is not received by the stipulated date, GMDC may, unless it consents to an extension of time for submission thereof, appropriate the Performance Security of such Bidder as damages on account of the failure of the Agency to acknowledge the Work Order and the next Eligible and Qualified Bidder may be considered.

## 7.2. 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 10) as below (the “**Performance Security**”).
- (ii) The Performance Security of the amount equivalent to 10% of Grand Total Price as per the Price Bid Format (Annexure-9) shall be submitted 30 days prior and it shall remain valid till 6 months beyond the contract period.
- (iii) 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.
- (iv) In case the Contract Period is extended then the Successful Bidder shall have to renew Performance Security for a period of extended Contract Period.
- (v) 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.
- (vi) 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 Successful Bidder including but not limited to Damages; and which the Successful Bidder has failed to pay in relation thereof; and
- b) in relation to the Successful Bidder’s breach in accordance with the terms contained in the Agreement.
- (vii) 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 Successful Bidder 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.

- (viii) At the end of the Contract Period, the Performance Security shall be returned to the Successful Bidder 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.

### **7.3. Commencement of Work/Assignment**

The Agency shall commence the Work within 15 days from the date of LOA, or such other date as GMDC may inform. 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.

### **7.4. 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 Successful Bidder, 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 Successful Bidder to GMDC in relation to this Project pursuant to the Scope of Work shall be the property of GMDC.

### **7.5. Tax Liability**

- (i) The rates quoted in Price Bid Annexure 9 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.
- (ii) 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.

## **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 Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the Successful Bidder 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 sub Successful Bidder 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 Successful Bidder shall be deemed to be acting as an independent Successful Bidder 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: PRICES AND PAYMENT TERMS

### 1. Prices for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd. to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023”

Sr. No.	Description	Nos.	Total Rate in Rs.
1	Retrofit Device for <b>250 KVA DG Set</b> - Location: Rajpardi-Bharuch, Tadkeshwar-Surat & Umarsar-Kutch	4	
	Installation and Commissioning (Included MS Pipe, Bends, MS Stand, Cabling, Civil, Earthing) Location:- Rajpardi, Tadkeshwar, Umarsar		
2	Retrofit Device for <b>160 KVA DG Set</b> - Location:- Rajpardi, Bharuch	1	
	Installation and Commissioning (Included MS Pipe, Bends, MS Stand, Cabling, Civil, Earthing) Location:- Rajpardi, Bharuch		
3	Retrofit Device for <b>380 KVA DG Set</b> - Location: ATPS, Kutch	1	
	Installation and Commissioning (Included MS Pipe, Bends, MS Stand, Cabling, Civil, Earthing) Location:- ATPS, Nani Cher		
	<b>Grand Total (1+2+3)</b>	<b>6</b>	

- I. The prices of Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023 at various projects of GMDC Ltd shall be exclusive of GST but inclusive of any other Applicable Taxes. However Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC.
- II. The Prices are inclusive of all scope of work specified in Section II.
- III. 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.

### 2. Payment Terms

- I. The payment for the Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023 at various projects of GMDC Ltd shall be made after the Successfully completion of work and subsequence Work completion certificate issued by GM (Project)of respective projects thereof.

The following shall be the payment terms for each Project: **A: Payment terms of SITC:**

Sr. No.	Payment Milestone	Payment (% of Contract Price)
1	Receipt of RECD Devices at Project Site	25%
2	Installation of RECD Devices on the DG set	25%
3	On Successful commissioning and testing	50%
	<b>Total</b>	<b>100%</b>

- II. GMDC shall make payment for the full & final bill submitted to the office of the General Manager (Environment) with the following documents:
- Details of Work carried out with work measurement sheet/ supporting documents/ Reports etc. and due approval from GMDC Engineer In-charge.
  - Final electrical drawing, Layout, piping & instrument diagram, Civil drawings of foundation, shed and other related documents.
  - Work completion certificate issued by GM (Project).
  - No dues/ No demand certificate.
- III. The mode of payment will be by RTGS.
- IV. The full & final bills, submitted at the office of the General Manager (Environment) will be processed there considering the following deductions:
- Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) shall be applicable in force from time to time.
  - Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
  - Liquidated damages livable as per the Section III of RFP.
- V. Extra Item clause: Cost of any additional services provided other than the scope specified in the RFP for which no rate is specified in this contract, such items / Services shall be supplied/ provided and paid for at a rate of Prevailing Market rates charged to other parties by the Agency or prevailing market rates for similar items available in the market plus reasonable 15% for overheads and administrative charges of Agency.
- VI. 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.
- VII. 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. 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 Successful Bidder) having its registered office at \_\_\_\_\_, hereunder referred to as the “**Successful Bidder**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART. GMDC and the Successful Bidder are hereinafter individually referred to as “Party” and collectively as “Parties”.

### WHEREAS

- A. GMDC vide its Request for Proposal, dated \_\_\_\_ invited Bids from competent parties through transparent and competitive bidding process for “**RFP for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023.**” as per the terms specified in RFP and this Agreement (hereinafter called the “**Project**”);
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Successful Bidder dated \_\_\_\_\_ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Intent (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_ and Work order No. \_\_\_\_\_ dated \_\_\_\_\_ accepting the particular Bid Proposal.
- C. The Successful Bidder has accepted the LOA and Work Order by its letter dated \_\_\_\_\_, and \_\_\_\_\_ respectively requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the Successful Bidder for **Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd.to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023** 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 Successful Bidder) 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 Intent (LOA) no. \_\_\_\_\_ issued on\_\_\_\_\_.
3. Work Order no. \_\_\_\_\_ issued on\_\_\_\_\_.
4. Performance Security as per \_\_\_\_\_
5. Scope of Work provided in RFP.
6. Payment Terms provided in RFP.
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”** shall mean the Gujarat Mineral Development Corporation Ltd which shall appoint the Agency for the captioned work.
- **“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 Successful 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.
- **“Agency/ Successful Bidder”** shall mean the Agency who are selected by GMDC/ Authority as per the process outlined in this RFP document for assisting GMDC in executing the Scope of Work specified in this RFP. 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.
- **“Bid/ Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
- **“Bidding Documents”** means document comprising RFP its annexure and schedule thereof.
- **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION IV.
- **“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.
- **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION IV.
- **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION IV.

- **“Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of SECTION IV.
- **“Parties”** means the parties to the Agreement and **“Party”** means either of them, as the context may admit or require.
- **“Qualification Criteria”** means criteria specified in clause 5.1 of SECTION IV.
- **“Preferred Bidder”** shall have a meaning specified in Clause 6.3 of RFP SECTION IV.
- **“Rates/ Price Bid / Total Fees”** shall mean the charges payable by GMDC as against services provided by Successful Bidder for Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd. to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023
- **“RFP” and / or “RFP Document”** means RFP document along with Annexure attached issued for the purpose of selecting a Successful Bidder for the Project.
- **“Site/ Project Site”** is the area defined in which the project is executed.
- **“Service Levels/ Performance Parameters”** shall have a meaning specified in Section III.
- **“Vandalism”** means destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub Successful Bidder 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 Successful Bidder. The Successful Bidder 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 Successful Bidder shall be as set forth in the Agreement, in particular:

- a) the Successful Bidder shall carry out the Service in accordance with the provisions of the Agreement; and
- b) GMDC shall make payments to the Successful Bidder in accordance with the provisions of the Agreement and services provided based on Scope of Work specified in Section II of RFP.

#### **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

If to Successful Bidder.

---

## 1.9. Location

The service hence be carried out in GMDC's Projects as mentioned below:

1. Umarsar Lignite mines, Kutch, Gujarat
2. Tadkeshwar Lignite mines, Surat, Gujarat
3. Amod (G-19) Lignite mines, Bharuch, Gujarat
4. Akrimota Thermal Power Station, Nani Cher Kutch, Gujarat

## 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 Successful Bidder 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 Successful Bidder may designate one of its employees as Successful Bidder's Representative. Unless otherwise notified, the Successful Bidder's Representative shall be \_\_\_\_\_.

## 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 Successful Bidder shall not use the Project site (the "Facility") for any purpose other than for the purposes specified in the Scope of Work. The Successful Bidder 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 Successful Bidder hereby assures and undertakes that:

- a) It shall have rights to use the Project facility only for the purpose of **Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023** at various sites of GMDC 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) Under no circumstances does the Successful Bidder 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 Successful Bidder agrees to vacate the Project facility peacefully at the end of the Agreement Period.

#### **2.4. Existing Structure and Surroundings of the Facility**

The Successful Bidder 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 Successful Bidder shall have to be borne solely by itself if such damages are caused by negligence of staff deployed by the Successful Bidder.

#### **2.5. Facility to be free from Encumbrances.**

The Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder and without incurring any responsibility. For such cases, the Successful Bidder 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 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub-clause (b) hereunder, **the Agreement shall remain in force for a period of 6 Months from the Effective Date (the "Contract Period")**. Upon Termination, GMDC shall make payments of all amounts due to the Successful Bidder hereunder for which the services were delivered.
- b) Subject to the satisfactory performance of the Successful Bidder during the Contract Period, the Authority may, at its sole discretion, extend the Maintenance Period by one year upon mutual consent at terms which may be discussed and fixed thereupon.

## **3. Obligations of the Successful Bidder**

### **3.1. Scope of Work**

The Scope of Work to be performed by the Successful Bidder is specified in the RFP SECTION II. The Successful Bidder 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 Successful Bidder 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 Successful Bidder shall be assessed based on the Service Level Agreements specified in Section III of the RFP.

### **3.3. Responsibilities during execution of work**

- a) Subject to and terms and conditions of this Contract, the Successful Bidder at its cost and expense shall undertake survey, engineering, drawing, 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 Successful Bidder 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 Successful Bidder's cost if such loss or damage is attributable to the Successful Bidder'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 Successful Bidder's obligations under this Contract.
- e) Successful Bidder 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) Successful Bidder shall support, cooperate with and facilitate GMDC in the implementation and operation of the Project in accordance with the provisions of this Contract.
- g) Successful Bidder shall take insurance policies of Works, Plant & Materials, its employees and Third-party insurance as per the provision of this Contract.
- h) The Successful Bidders shall also give a list of machineries in his possession and that he proposes to use the work.
- i) The Successful Bidder 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 Successful Bidder on asphalt work.
- j) The Successful Bidder 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 Successful Bidder shall not have any legal rights on the Site and the Successful Bidder is required to use Project site to carry out the Project Works only.
- l) The Successful Bidder is required to provide the color photograph displaying the date and time of the Completed Work along with the Bill as and when demanded by GMDC.
- m) Successful Bidder shall have deployed adequate plant, machinery, manpower, equipment, DG set, supervisory staff etc. to carry out simultaneous work on all locations.
- n) Successful Bidder 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 Successful Bidder 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 Successful Bidder for carry out its obligations under this Contract and Scope of Work.
- c) GMDC shall provide the power supply for SITC work.

### **3.6 Liability in case of Damage done in surrounding areas**

- a) Compensation for all damage done intentionally or unintentionally by Successful Bidder's laborers 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 Successful Bidder shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Successful Bidder as damages from Performance Security.
- b) The Successful Bidder 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 Successful Bidder.
- c) The Successful Bidder 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.

### **3.7 Successful Bidder'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 Successful Bidder is the responsibility of the Successful Bidder.

### **3.8 Applicable Laws**

The Successful Bidder 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 Successful Bidder, comply with the Applicable Laws.

### **3.9 Conflict of Interest**

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

#### **3.10 Successful Bidders not to Benefit from Commission, Discounts etc.**

The remuneration of the Successful Bidders pursuant to Payment Terms specified in RFP SECTION V hereof shall constitute the Successful Bidder's remuneration in connection with this Contract or the supply and services and, the Successful Bidder 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 Successful Bidder shall use their best efforts to ensure that any Personnel and agents of them, similarly shall not receive any such additional remuneration.

#### **3.11 Successful Bidders and Affiliates not to engage in Certain Activities**

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

#### **3.12 Confidentiality**

The Successful Bidder 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 Successful Bidder can share as the credential of the Successful Bidder in future after the 1 (one) year beyond the contract period.

#### **3.13 Reporting Obligations**

The Successful Bidder 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 Successful Bidder shall also submit progress reports of work as and when requested by GMDC Engineer In-charge.

### **3.14 Insurance to be taken out by the Successful Bidder.**

- (i) The Successful Bidder shall ensure that the insurance policy/policies/ Mediclaim for the personnel deployed by the Successful Bidder are kept alive till the full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the Successful Bidder and it shall be deemed to have been included in the rate.
- (ii) In the event of the Successful Bidder failure to effect or to keep in force the insurance referred to above or any other insurance which the Successful Bidder is required to effect under the sub clause (i) herein above, GMDC may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Agency.

### **3.15 Indemnity**

- (i) The Successful Bidder 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 Successful Bidder to perform scope of work specified under this Contract or any asset /equipment deployed by the Successful Bidder for the execution of the scope.
- (ii) The Successful Bidder shall indemnify GMDC for any physical damage to the Project/ equipment occurred due to reasons attributable to the Successful Bidder/its' staff. On the occurrence of such events, the Successful Bidder shall cure the Project at its own costs and reinstate the project at its original condition.
- (iii) The Successful Bidder 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 Successful Bidder 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 Successful Bidder to comply with Applicable laws and Applicable permits.
  - Payment of taxes required to be made by Successful Bidder in respect of income or other taxes of Successful Bidder's Successful Bidders, Successful Bidders and representatives.
  - Non-payment of amounts due as a result of materials or services furnished to the Successful Bidder or any of its Successful Bidders which are payable by the Successful Bidder and its Successful Bidders.

- (v) The Successful Bidder shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond the control of the Agency or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.
- (vi) The Successful Bidder shall, at all times during the pendency of the Contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take an insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.

### **3.16 Safety Obligations**

- (i) The Successful Bidder shall be responsible for the safety of all activities on the Site. Bidder shall strictly comply with all applicable safety standards.
- (ii) The Successful Bidder 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 Successful Bidder must satisfy all safety requirements as per the statutory requirements and Good Industry Practice. The Successful Bidder shall also ensure that safety requirements are followed without any deviations throughout the Contract Period at its own cost.
- (iv) The Successful Bidder 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 Successful Bidder shall take the highest precautions for the safety and security of its staff while carrying out its responsibilities.
- (vi) The Successful Bidder 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 Successful Bidder.
- (viii) Successful Bidder must not tamper with GMDC's or other Successful Bidders' equipment. GMDC's electric cables can't be touched without permission. The Successful Bidder must employ qualified electricians for temporary electrical installations' AMC
- (ix) All electrical works must conform to IS 3043 (earthing), IS 732 (wiring), and relevant safety codes.

### **3.17 Accounting, Inspection and Auditing**

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

## **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 Successful Bidder or any Affiliate of the Successful Bidder or any Successful Bidder 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 Successful Bidder 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 Successful Bidder in any proceedings for reasons other than failure of the Successful Bidder 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 Successful Bidder or any of the Successful Bidders to perform their respective obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the Successful Bidder'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 Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder.
  - 4) GMDC shall return Performance Security to the Successful Bidder.

#### **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 Successful Bidder and the Force Majeure Event has reduced the Successful Bidder incapable/ unable to perform the Scope of work, then in such an event the payment shall stand suspended until such time as the Successful Bidder 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 Successful Bidder, suspend all payments to the Successful Bidder hereunder if the Successful Bidder 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 Successful Bidder to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Successful Bidder 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 Successful Bidder to execute the Scope of Work.
- b) provide the Successful Bidder and its Personnel with work permits and such other documents as may be necessary to enable the Successful Bidder 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 Successful Bidder under this Agreement, GMDC shall make to the Successful Bidder 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 Successful Bidder**

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

### **8. Liquidated Damages**

- (a) In case of delay solely attributable to the work, then liquidated damages as specified in RFP 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 Successful Bidder for minor deficiencies on its part.
- (c) GMDC shall have the right to claim damages as per the Service Level Agreements specified in 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 Successful Bidder including but not limited to Damages; and which the Successful Bidder has failed to pay in relation thereof; and
  - b) In relation to Successful Bidder'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 the RFP.
- (iv) At the end of the Contract Period, the Performance Security shall be returned to the Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 labor in connection therewith.
- (b) The Successful Bidder shall abide by the standards and provisions specified in Technical Specifications and Drawings 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 Successful Bidder, 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 Successful Bidder shall carefully protect and observe all benchmarks and other things used in the Works.

### **10.2. Identifying Defects during execution of work**

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

### **10.3. Correction of Defects or unsatisfactory works**

- (a) The Successful Bidder 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 Successful Bidder a notice through phone call/ email/ fax writing about the defects and the Successful Bidder 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 Successful Bidder, the GMDC may rectify or remove or re-execute the work at the risk & cost of the Successful Bidder. 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.

#### **10.4. Uncorrected Defects during Defect liability period**

- (a) If the Successful Bidder 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 Successful Bidder 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.

## **11. Event of Default and Termination**

### **11.1. Event of Default**

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

#### **a) Successful Bidder Event of Default**

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

- (1) If the Successful Bidder does not fulfil the scope of work and contractual obligations within the period specified in RFP and Liquidated Damages thereof exceed 10% of the Contract Value/ Contract Price.
- (2) Any representation made or warranties given by the Successful Bidder under this Agreement is found to be false or misleading.
- (3) the Successful Bidder 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) Successful Bidder creates any Encumbrance on the Project in favour of any person save and except as otherwise expressly permitted under this Agreement.
- (5) If the Successful Bidder fails to furnish Performance Security as per the terms of the agreement.
- (6) the Successful Bidder 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) Successful Bidder is in material breach of its obligations stated in this Agreement.
  - (8) Successful Bidder repeatedly fails to fulfil its obligations.
  - (9) The Performance Security has been uncashed and appropriated in accordance with the RFP conditions and the Successful Bidder fails to replenish or provide Fresh Performance Security within 30 (Thirty) days.
  - (10) Successful Bidder 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 Successful Bidder for the voluntary winding up of the Successful Bidder company.
  - (12) If there is a defect/ deviation from the terms of this Agreement and the Successful Bidder 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 Successful Bidder is admitted by a court of competent jurisdiction or the Successful Bidder 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 Successful Bidder are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Successful Bidder 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 Successful Bidder as at Commencement Date; and
    - each of the Project Agreements remains in full force and effect.
  - (14) The Successful Bidder suspends the services at the Project without any prior written consent of GMDC, provided that the Successful Bidder 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 Successful Bidder repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
  - (16) The Successful Bidder 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 Successful Bidder's obligations specified elsewhere in this Agreement.

- (19) If the Successful Bidder 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 Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to provisions of this Agreement.
- (21) if the Successful Bidder's staff is found to be involved in theft/ illegal activities and if such staff members are not replaced by the Successful Bidder.

**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 Successful Bidder 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 Successful Bidder.
- (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 Successful Bidder and has failed to cure the same within 30 (Thirty) days of notice thereof by the Successful Bidder.
- (4) Any representation made or warranties given by GMDC under this Agreement is found to be false or misleading.

**11.2. Termination due to Events of Default and Termination Payment**

**a) Termination for Successful Bidder'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 Successful Bidder Event of Default, GMDC shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to the Successful Bidder, provided that before issuing the Termination Notice, GMDC shall by a notice in writing of 30 (thirty) days inform the Successful Bidder 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 Successful Bidder Event of Default, no Termination Payment shall be due or payable to the Successful Bidder. Further GMDC shall be entitled to encash and forfeit the Performance Guarantee.
- b) No termination payment shall be made by the GMDC

## **b) Termination for Authority Event of Default**

Upon the occurrence of an Authority Event of Default, Successful Bidder 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, Successful Bidder 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) Successful Bidder 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 Successful Bidder and GMDC shall return to the Successful Bidder, subject to its rights to deduct any amounts due and payable by the Successful Bidder, within 30 days of such termination.

### **11.3. Rights of Authority on Termination**

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

- 1) Retain possession and control of all assets used in Project forthwith.
- 2) Prohibit the Successful Bidder and any person claiming through or under the Successful Bidder from entering upon the project assets /dealing with or any part thereof;
- 3) Appoint another party or Successful Bidder that may carry of the remaining obligations of the Successful Bidder.
- 4) Forfeit the Performance Security.

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

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

### **11.4. 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.

## **12. Dispute Resolution**

### **12.1. 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 Successful Bidder 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 Successful Bidder, 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 Successful Bidder. 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.

### **12.2. 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 12.1 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.

**12.3. 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.

**13. Fairness And Good Faith**

**13.1. 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.

**13.2. 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 13.2 shall not give rise to a dispute subject to arbitration in accordance with RFP provisions.

## 14. Miscellaneous

### 14.1. Assignment and Charges

- (a) Notwithstanding anything contained herein this Agreement, the Successful Bidder 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 Successful Bidder 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.

### 14.2. Severability

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

### 14.3. 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 Successful Bidder shall be required to make good the damages and repair and rectify the works at the cost of the Employer. The Successful Bidder 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.

### 14.4. 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 ....., 2025.

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 }

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 Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd. to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023”**

Dear Sir/Madam:

We, the undersigned, offer to Dismantling, Shifting, Installation and Commissioning 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 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 our price bid. 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

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 Successful Bidder Category Certificate, if available

**Annexure 3: Auditor's Certificate for Turnover for bidder**

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

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

<b>Years</b>	<b>Turnover (Rs. Crore)</b>
<b>2020-21</b>	
<b>2021-22</b>	
<b>2022-23</b>	
<b>2023-24</b>	
<b>2024-25</b>	
<b>Average</b>	

\_\_\_\_\_

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

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

**Annexure 4: Declaration for Non-Blacklisting**

**(To be printed on 300 Rs. Stamp paper and signed by Authorized signatory)**

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, 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 this .....Day of ....., 202\_.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

\_\_\_\_\_  
Signature and Stamp of the Bidder

### Annexure 5: Work Experience Details

Sr. No.	Client Name	Location of Project	Work Details	Contract period. (Start and End Date)	Contract Value	Attachment (work order and its satisfactory performance certificate from the client)
1						
2						
3						
4						
5						

**Attach the Work Order/ LOA and its Completion Certificate and satisfactory performance certificate from the client**

\_\_\_\_\_  
Signature and Stamp of the Bidder

## Annexure 6: Declaration of Site Visit

(On letterhead of the Bidder)

We \_\_\_\_\_ hereby certify that we have fully understood the site condition in respect of RFP No. \_\_\_\_\_ for all the works mentioned above at \_\_\_\_\_. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the working conditions as proposed in the tender and the availability of power supply, water supply, manpower, machinery, transportation facility etc.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to us.

### From Bidder

Name of the Signatory

Signature

Date

### From GMDC

Authorized Signatory

Date

## Annexure 7: Undertaking

**(Notarized and on stamp Paper of Rs 300)**

It is certified that the information furnished herein 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 the RFP, and we are liable for 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 8: Format of Power of Attorney for authorizing Bidder's Signatory

### [To be provided by the Bidder]

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

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

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

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

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

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

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

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

### Annexure 9: 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://gmdctender.nprocure.com/> . Price Bid should not be submitted in hard copy AND/OR placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)

**Subject:** Submission of Bid in response to RFP for **Retrofitting of Emission Control Devices (RECD)/equipment in DG sets with the capacity of 125 KVA and above at various projects of GMDC Ltd. to comply the Circular issued by Gujarat Pollution Control Board, Gandhinagar issued dated: 26.10.2023"**

Sr. No.	Description	Nos.	Total Rate in Rs.
1	Retrofit Device for <b>250 KVA DG Set</b> - Location: Rajpardi-Bharuch, Tadkeshwar-Surat & Umarsar-Kutch	4	
	Installation and Commissioning (Included MS Pipe, Bends, MS Stand, Cabling, Civil, Earthing) Location:- Rajpardi, Tadkeshwar, Umarsar		
2	Retrofit Device for <b>160 KVA DG Set</b> - Location:- Rajpardi, Bharuch	1	
	Installation and Commissioning (Included MS Pipe, Bends, MS Stand, Cabling, Civil, Earthing) Location:- Rajpardi, Bharuch		
3	Retrofit Device for <b>380 KVA DG Set</b> - Location: ATPS, Kutch	1	
	Installation and Commissioning (Included MS Pipe, Bends, MS Stand, Cabling, Civil, Earthing) Location:- ATPS, Nani Cher		
4	<b>Grand Total (1+2+3)</b>	<b>6</b>	

**Notes :**

- a) The prices shall be inclusive of all taxes, duties and exclusive of GST.
- b) The **Grand Total Price as per Sr.no. 4** 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 through 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 10: 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 Successful Bidder)) hereinafter called "the Successful Bidder" 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 Successful Bidder 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 its 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 Successful Bidder 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 Successful Bidder & 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 Successful Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Successful Bidder 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 Successful Bidder and not withstanding any security or other guarantee that GMDC may have in relation to the Successful Bidder'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)

(Name)

(Signature)

Bank Rubber Stamp

(Name)

(Official Address)

Stamp

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

Designation with Bank

## Annexure 11: List of Approved Banks

### Annexure I.

**Finance Department, GR. No.: FD/MSM/e-file/4/2024/2859/D.M.O.**

**Date: 01/05/2025**

(A) Guarantees issued by the following banks will be accepted as SD/EMD on a 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, 2026. 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	22	South Indian Bank
2	AU Small Finance Bank	23	Standard Chartered Bank
3	Bandhan Bank	24	Tamilnad Mercantile Bank
4	Barclays Bank	25	Utkarsh Small Finance Bank
5	City Union Bank	26	YES Bank
6	CSB Bank	27	Ahmedabad Mercantile Co-op. Bank
7	DBS Bank India Limited	28	Nutan Nagrik Sahkari Bank Ltd.
8	DCB Bank	29	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	30	Saraswat Co-Operative Bank Ltd
10	ESAF Small Finance Bank	31	SBPP Co-operative Bank Ltd.
11	FEDERAL Bank	32	SVC Co-Operative Bank Ltd.
12	HDFC Bank	33	The Cosmos Co-op Bank Ltd.
13	HSBC Bank	34	The Gujarat State Co-operative Bank
14	ICICI Bank	35	The Mehsana Urban Co-Op. Bank
15	IDBI Bank	36	The Surat District Co-op Bank
16	IDFC First Bank	37	The Surat People's Co. Op. Bank Ltd
17	Jammu and Kashmir Bank	38	The Kalapur Commercial Co-op. Bank
18	Jana Small Finance Bank	39	The Panchmahal District Co-operative Bank
19	Karnataka Bank	40	The Baroda District Co-operative Bank
20	Karur Vysya Bank	41	Baroda Gujarat Gramin Bank
21	Kotak Mahindra Bank	42	Saurashtra Gramin Bank

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

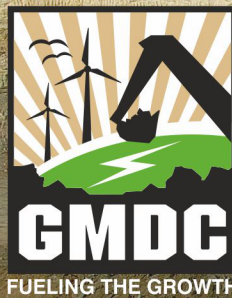
(Arvind V.)

Joint Secretary (Budget)

Finance Department

**Annexure 12: Site Information**

<b>Sr. No.</b>	<b>Name of Project</b>	<b>Project Address</b>	<b>DG sets of 125 KVA or above where RECD is required</b>	<b>Total no of DG for RECD</b>
1	Amod (G-19) extension	Post-Rajpardi, Ta-Jhagadia, Dist.-Bharuch (Gujarat)-393 115	160, 250	2
2	Tadkeshwar	Post: Tadkeshwar, Tal.: Mandvi, Dist.: Surat(Gujarat)-394170	250, 250	2
3	Umarsar	At - Umarsar, Post - Gaduli, Ta – Lakhpat, Dist. – Kutch (Gujarat) - 370627	250	1
4	ATPS	At- Village: Chher Nani, Tal: Lakhpat, Dist- Kutch, Gujarat	380	1
<b>Total DG sets identified for RECD</b>				<b>6</b>



**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