



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

REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR
**MANPOWER SERVICES FOR OPERATION AND MAINTENANCE OF
GMDC'S FLUORSPAR BENEFICIATION PLANT SITUATED
AT KADIPANI, CHHOTA UDEPUR DISTRICT, GUJARAT.**

GMDC/PP&D/001/2026-27



Gujarat Mineral Development Corporation Ltd.

(A Government of Gujarat Enterprise)

Khanij Bhavan, 132 Feet Ring Road, Nr. University Ground, Vastrapur, Ahmedabad - 380052





INVITING MANPOWER SERVICE PROVIDER FOR O&M OF BENEFICIATION PLANT



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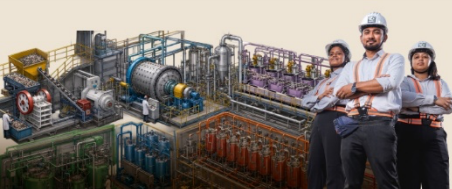
This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders interested for providing Manpower Services for Operation and Maintenance of GMDC's Fluorspar Beneficiation Plant in Gujarat. GMDC intends to select the Service Provider through this competitive bidding process.

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

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

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

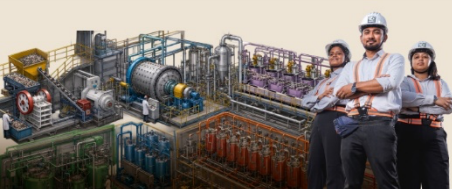
The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC or any other costs incurred in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



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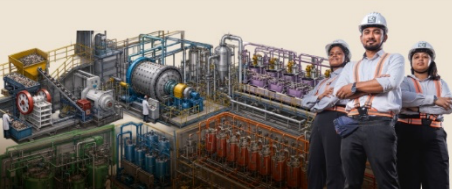
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DEFINITIONS

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

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd which shall appoint the Agency for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate registered in India. It should be either Limited Liability Partnership firm registered under LLP act or a Company under the India Companies Act 1956/2013. Consortiums are not permitted.
3. **“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.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION IV
5. **“Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Service Provider’ comprising of all terms and conditions stated in this RFP.
6. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION IV.
7. **“Composite Score”** shall mean score obtained by the Service Provider as per the formula provided in clause 6.4 of SECTION IV.
8. **“Contract Price”** shall mean the total value of the Contract.
9. **“Conflict of Interest”** shall have a meaning specified in Clause 9 of SECTION IV.
10. **“Rates/ Price Bid/ Total Price”** shall mean the charges payable by GMDC as against the Scope of Work executed by the Service Provider for Manpower Services for Operation and Maintenance of GMDC’s Fluorspar Beneficiation Plant.
11. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1.1 of SECTION IV.
12. **“Technical Criteria”** means the criteria specified in Clause 5.2 of Section IV.
13. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION IV.
14. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION IV
15. **“Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION IV
16. **“Service Provider”** shall mean the Service Provider who is selected by Authority/GMDC as per the process outlined in this RFP Document for providing Manpower Services for Operation and Maintenance of GMDC’s Fluorspar Beneficiation Plant situated at Kadipani, Chhota Udepur District, Gujarat as per the Terms of Reference/ Scope of Work specified in this RFP.
17. **“Parties”** means the parties to the Agreement and “Party” means either of them, as the context may admit or require.
18. **“Preferred Bidder”** shall have a meaning specified in Clause 6.4 of RFP SECTION IV
19. **“Successful Bidder”** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Scope of Work as per the terms specified in RFP.



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20. **“Scope of Work/ Terms of Reference”** means all the activities as per the Scope of Work mentioned in the RFP which the Service Provider is required to carry out as per the Good Industry Practice. The detailed Scope of Work is specified in SECTION II of the RFP.
21. **“Service Levels/ Performance Parameters”** shall have a meaning specified in Section III.
22. **“Third Party”** means any Person other than GMDC and the Agency.

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.



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SECTION I: BACKGROUND

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

GMDC has been operating Fluorspar mining and beneficiation plant at Gujarat's only fluorspar mining facility at Kadipani, Chhota Udepur district since the seventies. After a break of a few years, GMDC initiated overhaul of the Plant through repair and replacement of equipment. The Overhaul is almost completed and the Plant is presently operational.

In above endeavour, GMDC intends to appoint the Service Provider who can provide the manpower services for Operation and Maintenance of GMDC's Fluorspar Beneficiation Plant in Gujarat.

Brief Description of the Plant

The Fluorspar Beneficiation Facility is a fully integrated mineral processing plant designed to process run-of-mine ore into marketable fluorspar concentrate through a series of interconnected unit operations and auxiliary systems. Key components of the Plant are summarised below.

- The plant comprises a comprehensive **Crushing and Screening section**, beginning with Primary Crushing (PCH), followed by scrubbing and initial screening, where the run-of-mine ore is reduced in size and washed to remove clay, fines, and surface impurities. The material is then subjected to further stages of crushing and screening (SCH and TCH circuits) to achieve the required final size specification. Through this multi-stage process, the ore is progressively reduced, cleaned, and classified into suitable size fractions to ensure uniform feed quality for downstream beneficiation processes.
- The processed material is then fed into the **Grinding and Classification circuit**, consisting of Ball Mills, where the ore is ground to the desired particle size. This is followed by classification systems to ensure proper separation of fine and coarse particles, thereby optimizing downstream beneficiation efficiency.
- The facility includes **Desliming Cyclones**, which are utilized to remove ultra-fine particles (slimes) from the slurry. This step is critical in improving the efficiency and selectivity of the subsequent flotation process.
- A dedicated **Fluorspar Flotation Circuit** is provided for the selective separation of fluorspar minerals from gangue material. This circuit operates through controlled reagent addition, aeration, and flotation processes to achieve the desired concentrate quality.
- Post-flotation, the slurry is directed to the **Thickening and Filtration system**, including Disc Filters, where solid-liquid separation is carried out. The thickener concentrates the slurry, while the filtration system produces a filter cake with reduced moisture content suitable for drying.



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- The plant is equipped with an **HFO Fired Dryer System**, which is used to further reduce the moisture content of the concentrate to meet final product specifications. The drying system operates using Heavy Fuel Oil (HFO) as the primary energy source.
- The facility also includes a **Tailings Handling System and Tailings Pond**, designed for safe transport, disposal, and management of process waste and reject materials generated during beneficiation.
- An **Effluent Treatment Plant (ETP)** is provided to treat process effluents and ensure compliance with environmental norms before discharge or reuse within the plant.
- Supporting systems include **Utilities and Reagent Preparation facilities**, which ensure continuous supply of essential services such as water, compressed air, power, and preparation of flotation reagents required for process operations.
- The plant also includes **Catchment Areas** for proper water management and drainage control, ensuring safe handling of runoff and prevention of environmental contamination.
- Finally, the facility incorporates a **Bagging and Dispatch Section**, where the dried fluorspar concentrate is packed, stored, and prepared for dispatch to customers in accordance with specified requirements.

Overall, the plant is designed to operate as an integrated system, with each unit playing a critical role in achieving efficient beneficiation and consistent product quality.



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SECTION II: SCOPE OF WORK

The detailed Scope of Work for the Service Provider is specified below.

1. SCOPE OF WORK

1.1. Deployment of Manpower

a) The Service Provider shall be responsible for providing adequate, qualified, and experienced manpower as per the table given below for the safe and efficient execution of plant operations, strictly under the direction and control of GMDC.

Position/ Category/ Unique Job positions	Desired Skills	Skill Level	Education	No of years of Experience	No of Manpower
Process Shift In-charge	Beneficiation Plant Operations and Maintenance and should have experience of Flotation Circuit and Ball Mill operation	Skilled Managerial	Degree Engineer (Metallurgy /Chemical /Mineral Processing)	2+ Years as Shift in-charge	4
Process / Mechanical Operator	Should have experience of Flotation, Ball Mill, Dryer Circuit and Ball Mill operation	Semi Skilled	Diploma (Chemical) (preferred) or B.Sc. (Chemistry)	2+ Years	40
Mechanical Engineer	Beneficiation Plant Operations and Maintenance, Co-ordination of all maintenance activity and with other department, Short term long term Maintenance, breakdown & overhauling planning, spare & consumable management	Skilled Managerial	B.E. (Mechanical)	5+ Years	2



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Foreman	Beneficiation Plant Operations and Maintenance, Alignment and maintenance of crusher, Ball Mill , pumps, pinion and Gear Box (All critical Equipment), erection and commissioning of all critical equipment, overhauling of critical equipment, Co-ordination & Distribution of Work, Record Keeping	Semi skilled	Diploma (Mechanical)	5+ Years	2
MWF (Mill Wright Fitter)	Alignment and maintenance of crusher, Ball Mill , pumps, pinion and Gear Box (All critical Equipment), erection and commissioning of all critical equipment, fabrication and modification of structure and equipment	Skilled	ITI (Fitter)	10+ Years as MWF	2
Sr. fitter cum crane operator	Fabrication and routine maintenance of crusher, Ball Mill , pumps, pinion and Gear Box, knowledge of PMI	Skilled	ITI (Fitter)	7+ Years as Sr. Fitter	6



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Fitter	Attending equipment defect, routine PMI and lead the shift team	Semi skilled	ITI (Fitter) or 12 th Pass	2+ Years	10
Welder cum cutter	Pipeline and structure welding, Special hard facing welding, emergency routing defect welding, gas cutting as per requirement	Semi skilled	ITI (welder)	5+ Years as Welder	9
Rigger	Having a knowledge critical and heavy equipment, lifting & shifting and erection and commissioning and helping of routine maintenance	Semi skilled	10 or 12 th Pass	7+ Years as Rigger	6
Machinist	Having operating knowledge lath machine, drilling, slotting & shaping machine, making and repairing of equipment, Make jig & Fixture	Skilled	ITI (fitter)	7+ Years as Machinist	1
Storekeeper	Must have hand on experience in handling store inventory and consumable	Semi skilled	Any bachelor's degree	3+ Year experience in Store	2
HEMM (Heavy Earth Moving Machine) Operator	Should have HVD or HEMM license, Crane or Forklift license required for Hydra and Forklift operator	Skilled	10 or 12 th Pass	7+ Year for HEMM and 3+ Year for Hydra and Forklift	7



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Elec. Engineer	Experience of HT and LT switch gear, Motor overhauling, Electrical safety, Knowledge Magar testing electrical equipment	Skilled Managerial	B.E. (Electrical)	5+ Years	1
Electrician	Experience of LT Motor, LT panel equipment (fault attend work)	Semi skilled	ITI (Electrician or Wireman)	3+ Years as Electrician	7
Instrumentation Engineer	trouble shouting of PLC SCADA and Field instrument system, checking and calibration	Skilled Managerial	B.E. (C&I)	5+ Years	1
Instrumentation Technician	Should have hand experience of various types of field instruments (Flow, pressure, temperature, level etc.), Checking of control valves, ZSS speed senser, Load cell, checking and calibration	Semi skilled	ITI (Instrumentation)	3+ Years as Technician	7
Helpers	To assist the teams at work Process : 48 Mechanical: 16 Electrical/C&I: 11	Un skilled	10 th /12 th Pass	1+ Years	75
Fireman	Certified in Safety drills	Semi skilled	Graduate + Fire safety certification	1+ Years	1
Total					183

b) All deployed personnel shall be suitably skilled as per the table above , trained, and capable of performing assigned duties in accordance with plant requirements.



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- c) The Service Provider shall follow state specified local to outsider ratio.
- d) **Recruitment and verification process**
- (i) The Service Provider shall recruit the necessary manpower as per the subclause a) hereinabove within the 1 Month from the date of LOA.
- (ii) The Service Provider shall verify the educational qualifications, credentials and experience and other required skilled indicated by the hired manpower in their profiles/ interviews. Further, the Service Provider should verify and certify their satisfactory character and antecedent records.
- (iii) After the recruitment, the Service Provider shall submit the necessary evidences/ documents evidencing the skills, education and experience to GMDC for its approval before issuing the appointment letters to the recruited manpower.
- GMDC also reserves the right to verify and cross check the credentials and qualification of the supplied manpower. If during the course of engagement, it comes to notice that any hired manpower has misrepresented the facts about his/her qualification/experience, the Service Provider will have to terminate the services of such manpower immediately and shall have to provide suitable replacement within 10 (Ten) days.
- (iv) **Documentation after the recruitment** : The Service Provider shall complete the joining formalities, prepare and maintain all files and relevant documents pertaining to the candidates including of its selection process, collect copy of Aadhaar card, PAN card as proof of identity and issue smart Identity cards to temporary manpower before deployment. The Service Provider shall produce such documents to GMDC in case required by GMDC. The Service Provider shall provide list of all personnel deployed in GMDC along with their present, permanent address, bio data photograph, bank a/c details, Aadhaar Card and PF/ESI Code to GMDC.
- (v) All employee related matters like issue of offer letters, Identity Cards, Appointment letter, on boarding/orientation, employee code, Pay Slips, PF slip, issue of service certificates, etc. shall be the responsibility of the Service Provider and shall be directly handled by the Service Provider .
- (vi) **Police verification**: The Service Provider shall be responsible for Police verification and provide PVC (Police Verification Certificate) of the manpower to be engaged before actual engagement.
- (vii) **Medical fitness certificate**: The manpower to be deployed by the Service Provider must be medically fit to work in the Plant. The Service Provider shall submit the medical certificate issued by competent medical expert/ doctor to GMDC before actual engagement of the manpower.
- e) **Training** : The Service Provider shall undertake on the job and classroom training to its recruited manpower during the one month period post the recruitment.
- The Service Provider shall ensure the development of skills through proper training, and ensuring continuity of operations by maintaining a stable, competent, and well-informed workforce throughout the contract period.
- f) The Service Provider shall strictly adhere to the Permit-to-Work (PTW) system in accordance with applicable industrial standards and site-specific procedures. No work shall be commenced without obtaining the necessary permits, and all conditions stipulated in the permits shall be fully complied with throughout the execution of the work. The Service Provider shall also maintain proper records



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of all issued permits, including details of work carried out, validity, and closure, for audit and reference purposes.

1.2. Operations Execution

- a) The Service Provider shall be responsible for supervision and monitoring of the staff/manpower deployed by it. The Service Provider shall continuously monitor the services being rendered by it, to ensure that these are up to the standards desired by GMDC.
- b) The Service Provider through its deployed manpower shall operate all plant equipment strictly in accordance with the instructions issued by GMDC and shall ensure full compliance with approved Standard Operating Procedures (SOPs) at all times. All operational activities, including start-up, shutdown, and changeover of equipment and process units, shall be carried out in a safe, systematic, and controlled manner.
- c) The Service Provider shall maintain disciplined and continuous shift operations to ensure smooth and uninterrupted functioning of the plant. Proper coordination between shifts shall be ensured through effective communication and structured handover and takeover practices. Detailed shift-wise records and reports shall be maintained and submitted at the end of each shift, clearly capturing operational status, ongoing activities, and any abnormalities.
- d) The Service Provider shall ensure safe operation of all equipment within its scope by strictly adhering to established safety standards, statutory regulations, and site-specific safety procedures. No unsafe practices or deviations shall be permitted during plant operations.
- e) The Service Provider shall ensure proper housekeeping of process areas, including tanks, sumps, pipelines, and work areas, to avoid spillage, choking, or unsafe conditions.
- f) The Service Provider shall ensure proper handling, dosing, and usage of process consumables and reagents, and shall operate and monitor all process parameters within the limits prescribed by GMDC. All critical parameters, including flow, density, pressure, temperature, and levels, shall be continuously monitored, recorded, and any deviations shall be promptly reported to GMDC for necessary review and action.
- g) The Service Provider shall maintain accurate and up-to-date logbooks, operational records, and reports, capturing all relevant data, events, and observations. Timely reporting of operational status, abnormalities, and key parameters to GMDC shall be ensured.
- h) The Service Provider shall maintain high standards of execution discipline, ensuring that all activities are carried out in a structured, timely, and compliant manner as per defined procedures and instructions.
- i) The Service Provider shall also provide necessary support for maintenance execution, including assistance in routine, preventive, and breakdown maintenance activities as directed by GMDC, to ensure reliable plant performance.

1.3. Maintenance Execution Support

- a) The Service Provider through its deployed manpower shall support execution of maintenance activities across all plant areas and disciplines, including but not limited to Mechanical, Electrical, Instrumentation & Control (C&I), Process, Environment, and EHS functions. The Service Provider shall ensure that all equipment and systems are maintained in a safe, clean, and operationally ready condition at all times.



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- b) The Service Provider's manpower shall carry out routine inspections of all equipment and systems as per defined schedules and checklists. This shall include basic condition monitoring and identification of abnormalities such as unusual noise, vibration, leakage, overheating, or wear, along with timely reporting to GMDC for further action.
- c) All Preventive Maintenance, Planned Maintenance, Shutdown Activities, and Breakdown Maintenance works across all disciplines shall be executed by the Service Provider through its deployed manpower, strictly as per the instructions, schedules, and priorities defined by GMDC.
- d) The Service Provider shall perform lubrication activities as per established schedules and instructions, including greasing, oil top-ups, and ensuring proper condition of lubrication systems to support equipment reliability. The Consumables for the lubrication shall be provided by GMDC.
- e) The Service Provider shall undertake minor operational and maintenance adjustments required for smooth functioning of equipment, such as tightening of fasteners and small corrections within permissible limits, without involving major dismantling or independent technical decisions.
- f) The Service Provider shall maintain proper housekeeping of all equipment and maintenance areas, including removal of dust, spillage, slurry deposits, and ensuring safe and clear access for operations and maintenance.
- g) During planned shutdowns or maintenance outages, the Service Provider shall deploy adequate manpower to support execution activities, including equipment isolation assistance, cleaning, handling of components, and reassembly support, as directed by GMDC.
- h) The Service Provider shall provide necessary support for any modification, upgradation, or changes in plant machinery or systems, including assistance during installation, commissioning, and stabilization, as directed by GMDC.
- i) The Service Provider shall carry out detailed Root Cause Analysis (RCA) for any operational issues, equipment failures, breakdowns, or abnormal events, and submit comprehensive reports along with corrective and preventive actions.
- j) The Service Provider shall deploy, maintain, and ensure availability of all required tools and tackles provided by GMDC for execution of maintenance and operational support activities. Basic tools shall be provided by GMDC. The list of Basic Tools are provided in Annexure 13.
- k) Any specialized or specific tools not available with GMDC shall be arranged by the Service Provider, and the rental or procurement cost for such tools shall be subject to prior approval by GMDC as per the SOP/ Mechansim for the same provided in Annexure 14
- l) The Service Provider shall be responsible for proper use, handling, and safekeeping of the same, and any loss or damage shall be made good by the Service Provider. All tools shall be returned in original condition, normal wear and tear excepted.
- m) GMDC shall provide time based audit of equipment for condition monitoring. The Service Provider shall implement condition-based monitoring practices across all relevant equipment and systems to enhance reliability, enable early fault detection, and minimize unplanned breakdowns based on the gaps shared by GMDC.
- n) The Service Provider shall undertake all specialized maintenance works, including but not limited to conveyor system repairs, jointing, lagging, liner replacement, equipment overhauling, and similar activities, in a professional and workmanlike manner using appropriate tools, consumables, and standard practices.



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- o) The Service Provider shall ensure compliance with all applicable safety, environmental, and statutory requirements, including adherence to EHS guidelines, safe work practices, and environmental norms during execution of all activities.
- p) The Service Provider shall maintain accurate and up-to-date logbooks, maintenance records, inspection reports, and activity registers for all works carried out. All records shall be properly documented, preserved, and submitted to GMDC as per defined formats and frequencies, ensuring traceability, accountability, and effective monitoring of plant performance.

1.4. Reliability Execution Support

- a) The Service Provider shall provide disciplined and vigilant execution support to enhance the operational reliability of plant equipment and systems. The Service Provider's role under this section is limited to proper execution, monitoring, and reporting, and does not extend to reliability engineering, failure analysis, or performance improvement strategies, which shall remain the responsibility of GMDC.
- b) The Service Provider shall ensure that all abnormalities observed during operation or inspection—such as unusual noise, vibration, temperature rise, leakage, or process deviations—are immediately reported to the designated GMDC personnel without delay. Prompt escalation is essential to enable timely corrective action and prevent potential equipment failure.
- c) The Service Provider shall carry out all assigned inspection activities in accordance with approved schedules and checklists, ensuring a minimum inspection compliance of 98%, with all observations accurately recorded and reported in prescribed formats.
- d) The Service Provider shall ensure that all equipment is operated strictly as per defined operating procedures and instructions, avoiding misuse, overloading, or unsafe handling that may adversely impact equipment reliability.
- e) The Service Provider shall respond promptly to alarms and alerts generated from control systems or field instruments, taking immediate action as per SOPs and informing GMDC personnel for further guidance.
- f) In addition, the Service Provider shall:
 - i) Ensure proper monitoring of critical equipment parameters such as temperature, vibration, pressure, and flow within the scope of operation.
 - ii) Maintain cleanliness of equipment, panels, and working areas to prevent reliability issues arising from dust, spillage, or contamination.
 - iii) Ensure correct startup and shutdown practices to avoid thermal or mechanical stress on equipment.
 - iv) Report repeated failures or recurring abnormalities to GMDC for further analysis and corrective action.
 - v) Assist in identifying early warning signs of potential failures through regular observation and reporting.
 - vi) Ensure proper communication and handover of equipment condition between shifts to maintain continuity of monitoring.



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1.5. Energy Transition Cooperation /Support

- a) The Service Provider shall actively cooperate with and support GMDC in implementing initiatives aimed at achieving significant reduction in HFO (Heavy Fuel Oil) consumption, through adoption of alternate drying methods, process improvements, and energy optimization measures. The benefit sharing Mechanism is specified in SLA Section III of this RFP.
- b) The Service Provider's role shall include ensuring strict operational discipline in the operation of dryer systems and associated equipment, adherence to revised operating procedures, and effective execution of any changes introduced as part of energy transition initiatives. The Service Provider shall assist in maintaining stable and optimized operating conditions to enable efficient energy utilization.
- c) The Service Provider shall extend full cooperation during trials, modifications, or implementation of alternate technologies, including provision of manpower support, maintenance of operational logs, and compliance with instructions issued by GMDC.
- d) In the event of conversion or modification of the dryer system from HFO firing to LDO (Light Diesel Oil) firing or any other alternate fuel system, the Service Provider shall support the transition by ensuring proper operation, adherence to revised SOPs, and smooth execution during commissioning and stabilization phases, without any disruption to plant operations.
- e) It is explicitly clarified that the Service Provider's responsibility under this clause is limited to execution support, adherence to instructions, and operational cooperation, and shall not include accountability for achieving the targeted reduction in fuel consumption, which shall remain under the sole responsibility of GMDC.

1.6. Training & Role Continuity

- a) The Service Provider shall establish and maintain a robust system for training, skill development, and manpower continuity to ensure stable and efficient plant operations throughout the contract period.
- b) The Service Provider shall ensure continuity of personnel in key operational and maintenance roles for a minimum period of 12 months, thereby minimizing frequent changes and preserving operational knowledge, experience, and familiarity with plant systems.
- c) In the event of any manpower replacement, the Service Provider shall provide qualified and certified replacement personnel with equivalent or higher competency levels. Proper handover procedures shall be followed to ensure seamless transition without any disruption to plant operations.
- d) The Service Provider shall implement a structured training system for all deployed manpower, including induction training, on-the-job training, safety training, and periodic skill enhancement programs, ensuring that all personnel are capable of performing their assigned duties safely and efficiently.
- e) The Service Provider shall develop, maintain, and regularly update a competency matrix for all personnel, mapping required skills against available capabilities, to identify skill gaps and ensure appropriate manpower deployment.
- f) The Service Provider shall also ensure proper knowledge transfer mechanisms, including documentation, shift handovers, and cross-training, to retain critical operational knowledge within the workforce.



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- g) Overall, the Service Provider shall ensure that manpower remains competent, stable, and welltrained, thereby supporting continuous, safe, and reliable plant operations throughout the contract period.

1.7. Safety and Insurance

- a) The Service Provider shall be solely responsible for the provision, maintenance, and strict enforcement of all required Personal Protective Equipment (PPE), including job-specific/work-specific PPEs, for all deployed manpower in accordance with applicable safety standards, statutory requirements, and site conditions. The cost of all Personal Protective Equipment (PPE), including procurement, replacement, and maintenance, shall be fully borne by the Service provider.
- b) The Service Provider shall observe and abide by all fire and safety regulations with respect to its manpower/ personnel deployed.
- c) The Service Provider shall maintain first aid facilities for its personnel.
- d) Smoking within the Plant area or any such area identified by GMDC or mentioned in any guideline/ SOP , is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of GMDC in the matter shall be final and binding on the Service Provider.
- e) The Service provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel/ manpower deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. GMDC will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act during the Contract period. The Service Provider shall ensure compliance with all statutory regulations and indemnifying GMDC against any claims arising out of employment-related injuries, accidents, or fatalities.

1.8. Reporting

- a) The Service Provider shall participate in weekly and/or fortnightly review meetings with GMDC, as decided by GMDC, covering KPIs, manpower deployment, absenteeism, overtime, safety performance, and overall execution of the Works. The Service Provider shall submit all relevant documents, reports, and data at least one day prior to the meeting as per the agenda shared by GMDC.

1.9. Overtime and Absenteeism

- a) In the event the Service Provider deploys manpower below the approved strength and compensates the shortfall through overtime, the entire overtime cost shall be borne by the Service Provider, and no additional payment shall be admissible from GMDC.
- b) The Service Provider shall arrange and deploy additional manpower, over and above the deployed strength, as may be required during specialized activities, shutdowns, breakdowns, or any exigencies, to ensure timely and efficient execution of the Works. Any overtime (OT) or additional expenditure arising out of such additional deployment shall be payable only if such intimation is given by GMDC . In such case the additional Fees shall be determined as follows;



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- (i) **Additional Manpower** : Pro-rata fees corresponding to the category of additional manpower deputed shall be determined based on the approved rates of respective category of manpower specified in LOA divided by no of days in a month. This manday rate shall then be multiplied by quantities of respective category of manpower actually deployed and no. of days for which additional manpower deployed.
 - (ii) **For Overtime** : Hourly rate shall be determined on prorata basis for the respective category of manpower deployed for the Overtime. Two times the hourly rate shall be paid for the Overtime.
- c) **Absenteeism & Penalty Clause:** The Service Provider shall maintain absenteeism within the permissible limit of 3% of the approved manpower, Even if the overall absenteeism remains within the permissible limit of 3%, absenteeism in any critical/skilled and managerial skilled manpower category should not exceed 3%, as non-availability of skilled manpower directly affects plant operations, equipment availability, safety and work execution. No payment shall be made for any absentee manpower. In the event absenteeism exceeds 3% in any billing period, the Service Provider shall be liable for deductions towards the cost of absentee manpower, and in addition, a penalty shall be imposed on the entire absentee manpower beyond the permissible limit as per the SLAs specified in Section III. Such deductions and penalties shall be treated as recoveries under the Contract and may be adjusted from the Service Provider's interim payments.

1.10. Manpower Optimization

- a) The Service Provider shall adopt a structured and progressive approach to optimize manpower deployment, without compromising safety, operational continuity, or quality of execution.
- b) This optimization shall be achieved through multi-skilling of personnel, enabling workforce flexibility by training individuals to perform multiple operational and maintenance functions across different sections of the plant.
- c) The Service Provider shall implement a systematic training and skill development program to enhance technical competency, improve productivity, and prepare manpower to handle higher responsibilities effectively.
- d) The Service Provider shall also continuously improve deployment strategies, including optimized shift planning, efficient role allocation, and elimination of non-value-added activities to ensure maximum utilization of available manpower.
- e) The Service Provider shall continuously monitor manpower productivity and identify opportunities for further optimization while ensuring safety and operational efficiency.
- f) The Service Provider shall maintain an appropriate balance between skilled and semi-skilled manpower to effectively support plant operations and shall ensure proper supervision and control during the implementation of manpower reduction initiatives. It is further clarified that manpower optimization shall be carried out in a phased and controlled manner, ensuring that plant operations remain stable and uninterrupted, and that all safety, quality, and operational standards are strictly maintained at all times.
- g) In case of optimization of manpower based on the above mentioned methodologies, GMDC shall share the benefits as per the Benefits sharing mechanism specified in Section III.



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1.11. Transportation and Lodging & Boarding

- a) The Service Provider shall be responsible for arranging and managing transportation of manpower to and from the site, as required, at its own cost and ensuring timely availability of personnel for uninterrupted operations.
- b) Lodging and boarding for the Service Provider's manpower may be provided by GMDC on a chargeable basis, subject to availability at site.

1.12. Compliance to Labour Laws

- a) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- b) The Service Provider shall at his expense comply with all labour laws and keep GMDC indemnified in respect thereof.
- c) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under this RFP/ Contract. Such fee/deposit shall be borne by the Service Provider.
- d) The Service Provider shall not employ any forced labor. The Service Provider shall not engage in any discrimination whatsoever whether based on gender, religion, cast, creed, race etc.
- e) The labors employed by the Service Provider shall have to be paid as per minimum wages prescribed by on the applicable minimum wages as declared by the Central Government or State Government. All labors employed on works should be insured under labour codes mentioned under the clause specified herein in the next point.
- f) The Service Provider shall comply with all the provision of applicable laws including but not limited to the following acts if applicable:
 - (i) Factories Act, 1948
 - (ii) Code on Social Security, 2020
 - (iii) Occupational Health & Safety Code, 2020
 - (iv) Code on Wages, 2020
- g) The Service Provider shall indemnify GMDC against any payments to be made under and for the observance of the provisions of the aforesaid Acts .
- h) The Service Provider shall employ relievers in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of GMDC.

2. GMDC'S SCOPE

Following responsibilities shall remain solely under the scope, control, and accountability of GMDC, and shall not form part of the Service Provider's scope:

- a) **Production and Throughput:** Achievement of production targets, including plant throughput and output levels.
- b) **Metallurgical and Process Performance:** Metallurgical results, recovery efficiency, beneficiation performance, and overall process efficiency, stability, and optimization.
- c) **Product Quality:** Product grade, specifications, and compliance with final quality standards.



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SECTION III: SERVICE LEVELS

1. SERVICE LEVELS

The Service provider shall maintain below mentioned Service Levels.

Sr. No.	SLA Parameter	Service Level Requirement	Measurement Criteria	Penalty / Recovery Mechanism	Remarks / Escalation
1	Delay in Deployment of Manpower	The Service Provider shall deploy complete approved manpower within 30 days from the date of issuance of LOA. All manpower must be approved, medically fit, police verified, and suitably qualified before deployment.	Measured from expiry of 30-day mobilization period till actual deployment of complete manpower strength.	0.5% of monthly contract value shall be deducted for every day of delay, subject to maximum 10% of monthly contract value. Further, GMDC reserves the right to arrange alternate manpower at risk and cost of the .	Persistent delay beyond 30 days may be treated as material breach of contract.
2	Absenteeism & Manpower Shortfall	Maintain absenteeism within the permissible limit of 3% of the approved manpower, Even if the overall absenteeism remains within the permissible limit of 3%, absenteeism in any critical/skilled and managerial skilled	Calculated daily based on approved manpower strength versus actual attendance records certified by GMDC.	No payment shall be made for absentee manpower. For absenteeism exceeding permissible 3% limit, additional penalty equivalent to 1.2 times of prorata daily manpower cost shall also be imposed on absentee manpower.	Repeated average monthly absenteeism for 3 consecutive months may attract additional deduction up to 5% of monthly invoice.



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		manpower category should not exceed 3%,			
3	Deployment of Unqualified / Unapproved Personnel	Only manpower possessing approved qualifications, experience, statutory licenses, and certifications shall be deployed at site.	Verified through document audit, field verification, and GMDC inspection.	₹5,000 per instance per manpower shall be deducted for deployment of unqualified, uncertified, or unapproved personnel. Such manpower shall be removed immediately and replaced within 7 days.	Applicable for fake certificates, expired licenses, or mismatch in approved competency.
4	Insubordination / Misconduct / Non-Compliance	All deployed manpower shall comply with instructions issued by GMDC, maintain discipline, and adhere to plant rules, SOPs, and code of conduct.	Based on written complaint, incident report, or verified observation by GMDC representatives.	₹10,000 per incident shall be imposed for proven misconduct, refusal to perform assigned work, abusive behavior, unauthorized absence from duty, or violation of plant discipline.	GMDC may additionally direct immediate removal of such manpower from site.
5	Safety Compliance & PPE Adherence as per KPI table (a)	100% compliance with Target as well as Statutory requirements	Measured through KPIs	₹2,000 per person per incident for PPE non-compliance. ₹25,000 per safety violation of other parameters Any penalty imposed on GMDC by statutory authorities due to negligence shall be recovered additionally.	Serious safety violations may lead to suspension of work or removal of manpower. The fees for the suspended Operations shall not be paid.



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6	Failure in Shift Handover, Reporting & Operational Records	The Service Provider shall maintain accurate shift logbooks, maintenance records, inspection reports, and proper handover/take over practices between shifts.	Measured through audit of records, shift reports, and operational review meetings.	₹5,000 per incident shall be deducted for incomplete records, missing logbooks, improper shift handover, or failure to report abnormalities/events in prescribed format.	Repeated non-compliance affecting operations may attract higher penalties and corrective action notice.
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2. KEY PERFORMANCE INDICATORS (KPIs)

(i) Safety

KPI	Formula	Target
PPE Compliance (%)	$(\text{No. of personnel using PPE} / \text{Total personnel observed}) \times 100$	100%
Lost Time Injury (LTI)	Total LTI cases in period	0%
Near Miss Reporting	Total near miss reports per month	As per statutory standards
Safety Training Compliance (%)	$(\text{No. of trained personnel} / \text{Total personnel}) \times 100$	100%
PTW Compliance (%)	$(\text{No. of jobs with valid PTW} / \text{Total jobs}) \times 100$	100%
Safety Audit	Zero Non Compliance	100%

(ii) Quality

KPI	Formula	Target	Weightage
SOP Compliance (%)	$(\text{No. of compliant activities} / \text{Total activities audited}) \times 100$	100%	20%
Reporting Accuracy (%)	$(\text{Correct reports} / \text{Total reports}) \times 100$	$\geq 98\%$	40%
Logbook Compliance (%)	$(\text{No. of properly maintained logs} / \text{Total logs checked}) \times 100$	100%	30%
Repeat Failures Performance (%)	$(\text{Repeat failures} / \text{Total breakdowns}) \times 100$	5%	10%



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(Less than equal to 5%)			
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(iii) Cost

KPI	Formula	Target	Weightage
Overtime Performance (%)	$(OT \text{ hours} / \text{Total man-hours}) \times 100$	10%	30%
Resource Wastage Performance (%)	$(\text{Material wasted} / \text{Material issued}) \times 100$	2%	10%
Manpower Compliance (%)	$(\text{Actual manpower deployed} / \text{Approved manpower}) \times 100$	100%	60%

(iv) Delivery

KPI	Formula	Target	Weightage
Shift Manning (%)	$(\text{Actual manpower per shift} / \text{Required manpower}) \times 100$	100%	25%
Preventive Maintenance (%)	$(\text{PM completed} / \text{PM planned}) \times 100$	≥ 98%	25%
Breakdown Response Time	$\text{Avg. time from intimation to response} (\text{Number of breakdowns attended within 30 minutes} / \text{Total Breakdowns}) \times 100$	100%	15%
Work Order Closure (%)	$(\text{Closed WOs} / \text{Total WOs issued}) \times 100$ * The timeline of the WO shall be decided on case to case basis	100%	15%
On-Time Reporting (%)	$(\text{Reports submitted on time} / \text{Total reports}) \times 100$	100%	5%
Schedule Adherence (%)	$(\text{Jobs completed as per schedule} / \text{Planned jobs}) \times 100$	≥ 95%	5%
House keeping	$(\text{No. of section cleaned} / \text{Total No. of area inspected}) \times 100$	≥ 95%	10%

(v) People

KPI	Formula	Target	Weightage
Replacement Time(Resign)	Time taken within the defined notice period of the contractor	100%	30%



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	(Number of staff replacements within 30 days / total number of staff replacements) x 100		
Training Compliance (%)	(Trainings completed / Trainings planned) x 100	100%	25%
Retention Rate (%)	(No. of retained employees / Total employees) x 100	≥ 90%	20%
Competency Compliance (%)	(Positions filled with competent personnel / Total positions) x 100	100%	25%

2.1 KPI Measurement

The Service Provider shall ensure compliance with the KPIs defined under Safety, Quality, Cost, Delivery and People categories. The KPIs shall be reviewed on a monthly basis or any other period decided by the company, based on records maintained/certified by the company, including attendance records, deployment records, PTW records, safety observations, audit reports, work orders, logbooks, training records, maintenance records and other relevant documents.

The KPI performance shall be measured as per the formula and target mentioned against each KPI. In case the contractor fails to achieve the defined target, suitable KPI-linked deduction shall be applicable from the monthly bill, depending on the nature, severity and frequency of non-compliance.

For the purpose of KPI evaluation, the following principles shall apply:

- a) Safety KPIs shall be treated as critical in nature. Any non-compliance related to PPE, PTW, safety training, LTI, safety audit observations or unsafe work practice shall attract suitable deduction and corrective action as per the SLAs specified above. Serious safety violations may also lead to removal of concerned manpower from site or further action as per contract conditions.
- b) Quality KPIs shall be evaluated through SOP compliance checks, logbook verification, report accuracy, work quality and repeat failure analysis. Any incorrect reporting, incomplete logbook, SOP deviation or repeat failure attributable to contractor's workmanship shall be considered as non-compliance.
- c) Cost KPIs shall be measured based on overtime, manpower deployment and resource usage. Overtime arising due to contractor's absenteeism, poor planning or shortage of manpower shall not be considered as normal operational requirement. Any wastage of company-issued material beyond the defined limit shall be recoverable from the contractor.
- d) People KPIs shall be measured based on absenteeism, replacement time, availability of skilled manpower, training, retention and competency. Deployment of non-competent manpower against skilled positions shall not be considered as compliance.
- e) The company's certified records shall be final for the purpose of KPI calculation, deduction and performance review.
- f) KPI deduction shall not relieve the contractor from the responsibility of completing the work, maintaining required manpower, ensuring safety compliance and fulfilling all contractual obligations.
- g) After 2 notices, the deduction will be applied in monthly bill (Barring safety and disciplinary activities, which will attract deduction on first instance).



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h) These will be shared with all stakeholders for review and a window of appeal will be given for 2 days after notice.

Monthly KPI performance	Deduction from monthly service bill
95% and above	No deduction
90% to below 95%	1% deduction
85% to below 90%	2% deduction
80% to below 85%	3% deduction
Below 80%	5% deduction and management review

i) The weightage of the KPIs are defined as below. Safety is independent of the average calculation and stands absolute.

KPI group	Weightage
Quality	20%
Cost	20%
Delivery	30%
People	30%
Total	100%

j) An example illustrating the calculation method of the KPIs can be referred to in Annexure 15 of this RFP.

k) **Critical safety violations, statutory non-compliance, PTW violation, LTI, damage to company property, false reporting, record manipulation or willful negligence shall be treated separately and may attract additional deduction/recovery/action as per contract conditions.**

l) **In case the Service Provider exceeds the penalty of 5% of its RA bill for two consecutive Months, GMDC shall have the rights to terminate the contract with the Service Provider basis the grounds for non-performance.**

m) **The applicable GST shall also be charged on the LDs.**

2.2 Incentives:

The incentive shall not be treated as a guaranteed payment and shall be payable only after review and certification by the company. The contractor shall be eligible for incentive only if there is no LTI, no major safety violation, no PTW violation, no statutory non-compliance, no major audit non-conformity, no false reporting or record manipulation, and no shortage in skilled/critical manpower during the review period.

KPI performance during review period	Incentive payable
Below 95%	Nil
95% to below 97%	0.5% of service bill for the review period



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97% to below 99%	1.0% of service bill for the review period
99% and above	1.5% of service bill for the review period

- a) In exceptional cases, where the contractor contributes to measurable improvement in safety, reliability, productivity, cost saving, housekeeping or manpower stability, additional incentive may be considered subject to approval by the company. However, total incentive shall not exceed the limit defined in the contract.
- b) **No incentive shall be payable for any period in which deduction is applicable for critical safety violation, PTW violation, LTI, statutory non-compliance, false reporting, record manipulation, or skilled manpower shortfall.**
- c) Incentives to be reflected quarterly based on the overall KPI achievement

3. BENEFITS SHARING MECHANISM FOR ENERGY SAVINGS AND MANPOWER REDUCTION

The Service Provider will be encouraged to introduce practical and innovative ideas that help the Fluorspar Beneficiation Plant reduce operational costs through:

- Reduction in manpower strength
- Energy conservation and optimization
- Improvement in operational efficiency

Below specified system shall ensure mutual benefit to both GMDC and the Service Provider through a transparent and measurable savings-sharing mechanism.

a) Scope of Suggestions

The Service Provider may submit proposals related to:

- Reduction of manpower through process improvement, automation, or optimized deployment
- Energy saving in plant equipment such as motors, pumps, compressors, conveyors, dryers, lighting systems, etc.
- Reduction in idle equipment operation
- Operational optimization leading to lower power consumption
- Process modifications improving efficiency without affecting production

All suggestions must be:

- Practical and implementable
- Safe and technically feasible
- Sustainable in regular plant operation
- Non-impacting to production quality, quantity, and statutory compliance

b) Evaluation & Approval

All suggestions submitted by the Service Provider shall be reviewed by a committee comprising representatives from:

- Process Department
- Mechanical Department



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- Electrical/C&I Department
 - Commercial/Finance Department
- The committee shall evaluate:
- Technical feasibility
 - Expected manpower or energy savings
 - Safety implications
 - Cost-benefit analysis
 - Impact on plant performance

Implementation shall proceed only after management approval.

c) **Observation & Validation Period**

After implementation of the approved suggestion:

- The actual performance shall be monitored for a minimum period of **6 months**.
- During this period, the plant shall verify whether:
 - Actual manpower reduction has been achieved
 - Energy consumption has reduced consistently
 - Plant performance and production remain unaffected

Savings shall be validated based on:

- Shift deployment records
- Monthly electricity consumption data
- Equipment operating hours
- Production reports
- Comparative operating cost analysis before and after implementation
- **Only verified and sustained savings shall qualify for benefit sharing.**

d) **Benefit Sharing Mechanism**

(i) **Sharing Ratio**

The net verified savings achieved from the Service Provider's suggestion shall be shared between GMDC and the Service Provider on a **50 : 50 basis**.

This sharing shall apply to:

- Manpower cost savings
- Energy cost savings

(ii) **Duration of Benefit Sharing**

- Benefit sharing shall remain applicable for one financial year only from the date of successful completion of the 6-month observation period.
- After completion of one year, the entire savings component shall permanently belong to GMDC.
- No further recurring payment or claim shall be entertained by the Service Provider thereafter.



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e) Example

Manpower Saving Example

- Reduction of 4 manpower
- Monthly saving = ₹1,20,000
- Annual saving = ₹14,40,000

Sharing:

- GMDC Share (50%) = ₹7,20,000
- Contractor Share (50%) = ₹7,20,000

After one year, the full annual saving shall be retained by GMDC and the contractor benefit component shall be discontinued.

Energy Saving Example

- Annual energy saving = ₹10,00,000

Sharing:

- GMDC Share = ₹5,00,000
- Contractor Share = ₹5,00,000

After one year, the full benefit shall accrue to GMDC only.

f) Conditions for Eligibility

Benefit sharing shall be applicable only if:

- Savings are measurable and documented
- The reduction is genuinely achieved in practice
- Plant production and safety are not adversely affected
- Savings remain consistent during the 6-month observation period
- The suggestion is not already planned or under execution by GMDC
- The idea is beyond normal contractual responsibilities

g) Exclusions

Benefit sharing shall not apply for:

- Temporary or non-sustainable savings
- Unsafe operating practices
- Reduction affecting statutory manpower norms
- Suggestions resulting in production loss or quality issues
- Ideas already available or implemented in the plant



SECTION IV: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Bidding Process

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

1.2. Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid, sending written queries to GMDC, and attending the Pre-Bid meeting.

1.3. Acknowledgement by Bidder

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

- 1) they have made a complete and careful examination of the RFP
- 2) they have received all relevant information requested from GMDC;
- 3) they have accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GMDC relating to any of the matters referred to in Clause 1.2 above; and
- 4) they acknowledge that it does not have a Conflict of Interest
- 5) they agree to be bound by the undertakings as provided by it under and in terms hereof

GMDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding



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Process, including any error or mistake therein or in any information or data given by GMDC.

1.4. Cost of Bidding

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

1.5. RFP Fee

a) Bidder will need to submit a nonrefundable RFP Document/Tender Fee of **INR 17,700 (i.e., RFP fees inclusive of GST – INR 15,000 + INR 2700 GST)**. The RFP Document Fees shall be submitted only 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 npcocure, 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:

ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

IFSC code: ICIC0000024

- b) If payment is made through electronic mode, then the Bidder shall submit the receipt of the same in the technical bid documents as evidence for the payment of RFP Fees.
- c) The Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for the RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in an acceptable amount and form shall considered non-responsive and shall be summarily rejected.

1.6. Schedule of Bidding

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

Sr. No.	Event Description	Date, Time, and Address (Dates are in DD/MM/YYYY formats)
1	Date from which RFP documents will be available	RFP shall be available from 12/06/2026 from website https://www.gmdcltd.com & https://gmdctender.nprocure.com Interested Bidders can download the RFP documents from above specified websites.
2	Last date for receiving Pre-Bid queries / clarifications	Bidders may send their queries by upto 18:00 hrs Indian standard times through email by 19/06/2026 to following contacts or reach out for any assistance. Mr. Swagat Ray, General Manager (PP&D)/ Tech IV Email: ppd@gmdcltd.com



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		<p>Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad</p> <p>Land Lines : 079-27912747</p> <p>Board Lines : 079-27913501, 079-27913200</p>
3	Pre-Bid Meeting	<p>The Pre-Bid Meeting shall be held both physically and online at the same time and date at 12 hrs Indian Standard Time on 20/06/2026. The venue for the physical meeting will be at GMDC office at Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>A video link for those who may wish to join online shall be uploaded on GMDC website i.e. https://www.gmdcltd.com prior to pre bid meeting.</p>
4	Online Submission of Price Bid	<p>The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com 03/07/2026 up-to 12:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.</p> <p>A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid.</p> <p>Technical Bid is not to be submitted online, but should be submitted in physical offline mode after the submission of the Price Bid at the designated address by the deadline mentioned.</p>
5	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Physical Hard Copy	<p>Bidders shall be required to submit the Technical Bid ,RFP Fees and EMD physically in hard copy in sealed cover duly super scribed as mentioned in the RFP clause 4.4 to the GMDC addressed as below through registered post/courier / Speed Post/Hand delivery.</p> <p>Address: General Manager (PP&D)/ Tech IV Gujarat Mineral Development Corporation Limited, Khanij Bhavan, 132 ft. Ring road, Gujarat University Ground, Vastrapur, Ahmedabad - 380052 Gujarat , India. Land Lines : 079-27912747</p> <p>The submission should be made strictly on or before 04/07/2026 by 15 :00 Hrs Indian standard time</p>
6	Opening of Technical Bid	On 04/07/2026 at 16:00 Hrs India Standard Time at GMDC office situated at Ahmedabad as per the address specified in sr. no 5
7	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
8	Signing of Agreement	Within 30 days from the date of issuance of LOA.



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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 than the Bid Validity Period.
- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP SECTION V in all respects.

2.2. Numbers of Bids by Bidder

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

2.3. Governing Law and Jurisdiction

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

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

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

If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder



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as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process.

2.5. Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for captioned bid as part of his Bid. The Bid Security/EMD shall be sealed in a separate envelope, together with the RFP Fees, super scribing the envelope "Earnest Money Deposit and RFP Fees ". The EMD of amount **INR 500,000 (INR five lakh)** shall be provided in favour of "Gujarat Mineral Development Corporation Limited", in any one of the following forms/formats.
 - i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by Reserve Bank of India.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank to GMDC as per the Annexure 12 except co-operative Banks and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents.
- b) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favour the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- f) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP Part IV;
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA
 - 2) to sign the Agreement within the time period specified by GMDC



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

3. DOCUMENTS AND PRE-BID CONFERENCE

3.1. Content of RFP

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

Notice Inviting Tender

- SECTION I: Background
SECTION II: Scope of Work
SECTION III: Service Levels
SECTION IV: Instructions to Bidders (ITB)
SECTION V: Service Fees & Payment Terms
SECTION VI: Contract Terms & Conditions
SECTION VII: Annexure

3.2. Clarification to RFP Documents

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

3.3. Pre-Bid Meeting

- a) A pre-bid meeting would be held at time and an address specified in clause 1.6. Bidders shall bear their own cost of attending any pre-bid meeting.
- b) During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavour to provide clarifications and such



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further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.

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

3.4. Amendment of Bidding Documents

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

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

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

4.2. Bid Currency

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

4.3. Format and Signing of Bid

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



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(3) by a duly authorized person holding the Power of Attorney.

4.4. Submission Format & Sealing and Marking of Proposals

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

“RFP for Selection of Service Provider for Manpower Services for Operation and Maintenance of GMDC’s Fluorspar Beneficiation Plant situated at Kadipani, Chhota Udepur District, Gujarat– EMD and RFP Fees”

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

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder.
2	2	Bidder’s Organization and Experience. <ul style="list-style-type: none"> • Incorporation Documents <ul style="list-style-type: none"> ○ Incorporation documents , India GSTIN certificate, PAN details, Partnership deed, MOA, AOA as may be applicable. • Documentary evidences for work experience from the client such relevant portion of Work Order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by the Auditor of the firm or a registered Chartered Accountant.
3	3	Comments and Suggestions on the Scope of Work and Facilities to be provided by Authority
4	4	Description of Approach, Methodology and Work Plan for Performing the Scope of Work
5	5	<ul style="list-style-type: none"> • Certificate from the Auditor of the firm or a registered Chartered Accountant specifying <i>Turnover for last three Financial Years as per clause 5.1 (iii) with UDIN (For Indian firms)</i> • <i>Audited Financial statements for last three years as per clause 5.1 (iii)</i> <p><i>In case Bidder is following a calendar year then it should provide audited Turnover from 2023 to 2025. In case Bidder is following financial year then it should provide latest available annual audited turnover for last three years from 2022-23 to 2024-25.</i></p>
6	6	No Blacklisting certificate Affidavit
7	7	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
8	8	Undertaking for information and document provided are true.



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9	Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
	A pen drive comprising of soft copy of Technical Bid also to be submitted as part of Technical Bid

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

- c) **Price Bid (Online)** to be filled up at designated places **only on <https://gmdctender.nprocure.com>** as per the format provided in the Annexure 9
- d) **All envelopes specified in sub clauses a) and b) hereinabove shall be placed in outer envelopes and super scribed the following;**
“RFP for Selection of Service Provider for Manpower Services for Operation and Maintenance of GMDC’s Fluorspar Beneficiation Plant situated at Kadipani, Chhota Udepur District, Gujarat -Bid Submission”
 The Bidder shall also place a pen drive comprising of soft copy of Technical Bid in Hard copy of Technical Bid.
- e) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.6.

4.5. Bid Due Date

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause **1.6**.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC on <http://www.gmdcltd.com> and/or <https://gmdctender.nprocure.com>.

4.6. Late Submission

- a) Physical submissions for Technical Bid and EMD&RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nProcure. The contact details of (n)Procure are as follows:
- c) **(n)Code Solutions (A Division of GNFC Ltd.)**
403, GNFC Infotower, Bodakdev,
Ahmedabad - 380054. India



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Sales: 079- 4000 7323

Support: 079- 4000 7300

Email: nprocure@ncode.in

4.7. Modification and Withdrawal of Bids

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

5. BID EVALUATION CRITERIA

All bids must be considered responsive as described in **clause 6.2 (a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria and obtaining a minimum of **60 marks** in the technical scores specified hereunder will progress to the next stage of Price Bid opening. The Eligibility and Technical Score are described below.

Taking Credit from Associate Taking credit from Associate (i.e., subsidiary/parent/sister concern firm) for meeting the Pre-Qualification Criteria and Technical Qualification Criteria is permitted as per the provisions of clause 5.3.

5.1. Pre-Qualification Criteria

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

- (i) The bid should be responsive in terms of sealing, and submission in time.
- (ii) The Bidder should be a legal entity registered in India, under either Indian Companies Act 1956/2013 or LLP Act 2008 or Indian Partnership Act 1932.

The Bidders are required to provide Incorporation and Registration Certificate as evidence.

- (iii) Bidder should neither have been debarred or blacklisted for default or corrupt & fraudulent practices either indefinitely or for a particular period of time in the last 5 years from the date of publication of the RFP by any Central / State / Govt Dept / University / Educational Inst. / Organizations etc. The Bidder should submit Self certified No blacklisting Affidavit as per the format provided in Annexure 6.
- (iv) Average annual audited turnover of the bidder should be at least **Rs. 45 Crores** (excluding GST) for last 3 financial years (2022-23 , 2023-24 and 2024-25).
- (v) Experience of having successfully completed at least one assignment of similar work as defined below during last ten years ending last date of the previous month of date of publication of this RFP.

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

OR



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The Bidder should have executed at least one number of contract of similar nature i.e. providing manpower services with minimum supply of 80 manpowers to any Industrial Plant related to Mineral processing Plant / Ore Beneficiation Plant/ Mineral Beneficiation Plant of all types of Minerals / Coal beneficiation Plant/ Coal Handling Plant/ Ash Handling Plant / Power Plant. Such supplied Manpower should be exclusive of **housekeeping/gardening/Security services** of minimum duration of 12 months.

- (vi) The Bidder should not be a consortium.
- (vii) The Bidder should have valid GST registration , PF Registration and ESIC/WCA membership. The Bidder shall need to provide the copies of registration documents as evidences.

5.2. Technical Score Criteria

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

Sr No.	Marking Heads	Marks	Sub-Marks
A	Organisation Strength	70	
1	Turnover : Average annual audited turnover of the bidder should (excluding GST) for last 3 financial years (2022-23, 2023-24 and 2024-25).	10	<ul style="list-style-type: none"> • Rs 45 crore to 65 crore – 4 Marks • >Rs 65 crore to Rs 85 Crore – 7 marks • >Rs 85 crore – Rs 105 Crore – 10 marks Maximum 10 Marks
2	<p>Experience over last Ten completed years and current years (2015-2016 to 2025-2026) meeting the following criteria.</p> <p>Type of Scope:</p> <p>Operations and Maintenance (O&M) of Mineral processing Plant / Ore Beneficiation Plant/ Mineral Beneficiation Plant of all types of Minerals / Coal beneficiation Plant/ Coal Handling Plant/ Ash Handling Plant / Power Plant O&M in India for at least 12 months.</p> <p>OR</p> <p>Providing manpower services with minimum supply of 80 manpowers to any Industrial Plant i.e related to Mineral processing Plant / Ore Beneficiation Plant/ Mineral Beneficiation Plant of all types of Minerals / Coal beneficiation Plant/ Coal Handling Plant/ Ash</p>	45	15 Marks for each relevant Project Maximum 3 Projects; Maximum 45 Marks



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	<p>Handling Plant / Power Plant. Such supplied Manpower should be exclusive of housekeeping / gardening / Security services of minimum duration of 12 months.</p> <p>Type of Client: Government owned firm/ Private sector registered firm.</p> <p>Engagement: Completed/ Ongoing work shall be considered eligible for assigning marks. In case of ongoing work then the Bidder should have already completed 12 months of O&M.</p> <ul style="list-style-type: none"> • Relevant portion of Work Order/ contract and Client completion certificate to be submitted as evidence. • Different projects (with separate Work Orders / Purchase Orders and separate scope) with the same client can be cited as separate projects. 		
3	<p>Client Validation for success/satisfactory records of O&M of Plant / Manpower Services for O&M of the plant for at least 12 months.</p> <p>[Client validated successful O&M of Plant/ Manpower Services for O&M of the plant for at least 12 months.]</p> <p>(*The Bidder to submit client testimonial / Client Performance Certificate)</p>	15	<p>5 Marks for each Successful completion/Performance as substantiated through client testimonial/ Client Performance Certificate.</p> <p>Maximum 3 Projects; Maximum 15 Marks</p>
B	Approach and Methodology for Proposed Work	30	
	<ul style="list-style-type: none"> • Experience pertaining to O&M on Turnkey contract basis OR the manpower Services for the operation and maintenance of Mineral processing Plant / Ore 	30	



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	<p>Beneficiation Plant/ Mineral Beneficiation Plant of all types of Minerals / Coal beneficiation Plant/ Coal Handling Plant/ Ash Handling Plant / Power Plant. Such supplied Manpower should be exclusive of housekeeping/ gardening/ Security services of minimum duration of 12 months – Two case studies.</p> <ul style="list-style-type: none"> Proposed Approach and Methodology for GMDC'S Fluorspar beneficiation Plant including recruitment plan, training plan, deployment plan and plan for the management of KPIs and SLAs. 		
Total (A+B)		100	

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

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

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

If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm, then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing



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shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm).

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

5.4. Evaluation of Price Bid and Financial Score

The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining a minimum of 60 marks in the Technical score system as specified in clauses 6.2(a), 5.1 and 5.2 respectively) Bidders shall be opened. The Bidder shall be required to quote Total Service Fees for executing the Scope as per the provisions of this RFP and as per the Price Bid format provided in Annexure 9. The Bidders are required to quote Total Service Fees inclusive of all taxes except GST.

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

Where;

FiL is the L1 (Lowest Bidder)'s Total Service Fee

FiC is the Total Service Fees quoted by Bidder

Total Service Fees refers to the Total Service Fees inclusive of taxes but exclusive of GST quoted for executing the Scope as per the provisions of this RFP and as per the Price Bid format provided in Annexure 9

The bidder scoring Lowest charges shall be given 100 marks.

5.5. Composite Score

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

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

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

- (ii) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of GMDC, the Letter of Award (LOA) would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

6. EVALUATION PROCESS

6.1. Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.



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- (ii) The Bidder's names, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

6.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 4.4** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

a) **Test of Responsiveness for EMD, RFP Fee, Timely and proper Submission**

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) The Technical Bid is to be submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
 - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
 - (iii) Online submission of Price bid is to be made within the specified timeline.
 - (iv) Physical submission of Technical Bid, RFP fee & EMD are made within specified timeline.
 - (v) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
 - (vi) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - (vii) It does not contain any conditionality; and
 - (viii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

b) **Assessment of Pre-Qualification Criteria**

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

c) **Determination of Technical Score**

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of ITB.
- 2) Responsive and Pre-Qualified Bidders may be called to make multi-media presentation on



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“Approach and Methodology” by GMDC at its sole discretion.

- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum **score of 60 in Technical Score** shall be declared Technically Qualified Bids (the “Qualified Bids”/ “Qualified Bidder”).
- 4) The Price Bids of only Qualified Bids shall be opened. Evaluation of Price Bids of only Qualified Bids shall be carried out.

6.3. Opening of Price Bid and Financial Score

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdctender.nprocure.com> as per the indicative format specified in Annexure 9 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 6.2, 5.1 and 5.2 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 (c) in advance. The Bidders’ authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.4.

6.4. Composite Score

- (i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in the clause 5.5.
- (ii) The Bidder achieving “Highest Composite Score” shall be generally declared as Preferred Bidder (the “Preferred Bidder”) and considered for award after following the due process including negotiation.

6.5. Clarification of Bids and Request for additional/missing information

To facilitate evaluation of Bids, GMDC may, at its sole discretion, seek in writing clarifications / documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

6.6. Verification and Disqualification

- (i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.
- (ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:
 - at any time, a material misrepresentation in terms of misleading or false representation is



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made or uncovered, or

- Bidder is blacklisted/barred by any Government Agency.
- In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8.
- In case the Bidder has Conflict of Interest as per clause 9.
- a Bidder makes an effort to influence Authority in its decisions on Evaluation process/ Selection process.
- while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- A bidder who submits or participates in more than one Bid under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then GMDC reserves the right to:

- a) invite the remaining Bidders to submit their Bids or
- b) take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.

- (iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider 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 Service Provider , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Service Provider. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7. Contacts during Bid Evaluation

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



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6.8. Correspondence with Bidder

Save and except as provided in this RFP, GMDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

6.9. Confidentiality

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

7. SELECTION OF SERVICE PROVIDER AND SIGNING OF AGREEMENT

7.1. Notification of Award

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

7.2. Signing of Agreement

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section VI of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of INR 300 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of Agreement, the Successful Bidder shall called the "Service Provider".



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7.3. Performance Security

- (i) The Successful Bidder shall furnish Performance Security to GMDC for securing the due and faithful performance of its obligations under the Agreement, the Service Provider shall pay Performance Security for an amount equivalent to **10% (Ten percent) of the annual amount payable/ annual contract value in following two parts.**
- a) 5% of the annual contract value will be payable as Performance Security within 30 days from the date of the Letter of Award, in the form of a Demand Draft or an unconditional and irrevocable bank guarantee and payable to GMDC from Approved Bank except cooperative banks to GMDC in any one of the following forms/formats.
- 1) Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by Reserve Bank of India.
 - 2) An irrevocable Bank Guarantee (the "**Bank Guarantee**"), from an Approved Bank to GMDC as per Annexure 12 except co-operative Banks in the format prescribed in the bid documents.
- b) **The remaining 5 % of the** of annual contract value by way of Performance Security will be deducted @ 5% of the value of monthly bills starting from 1st Bill until the total deduction value reaches the amount of 5% of the annual contract value. The Performance Security shall be adjusted at the time of final bill.
- (ii) Such performance Security shall be in favour of Gujarat Mineral Development Corporation Limited and admissible and payable at Ahmedabad branch.
- (iii) The Service Provider shall maintain a valid and binding Performance Security for a Contract Period. The Service Provider shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until the expiry of three months. In case the Contract Period is extended then the Service Provider shall have to renew Performance Security for a period of extended Contract Period.
- (iv) If the successful Bidder may fail to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.
- (v) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- a) in the event GMDC requires to recover any sum due and payable to it by the Service Provider including but not limited to Damages; and which the Service Provider has failed to pay in relation thereof; and
 - b) in relation to the Service Provider's breach in accordance with the terms contained in the Agreement.
- (vi) At any time during the Validity Period, the Performance Security has either been partially or completely encashed by GMDC in accordance with the provision of the Agreement. The Service Provider shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (i) At the end of the Contract Period, the Performance Security shall be returned to the Service Provider without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.



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7.4. Commencement of Work/Assignment

The Service Provider shall commence the Work within seven days from the date of LOA or at a timeline specified by GMDC. If the Service Provider fails to either sign the Agreement as specified in Clause 7.2 or commence the assignment as specified herein, GMDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

7.5. Proprietary Data

Subject to the provisions of Clause 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the Service Provider, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Service Provider to GMDC in relation to this RFP.

7.6. Tax Liability

- (i) The rates quoted in Price Bid Annexure 9 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable except GST("Price Quote").
- (ii) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per the Indian laws. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Service Provider as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Service Provider as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter



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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 Services for Operations and Maintenance (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder’s Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
- b) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
- i) 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



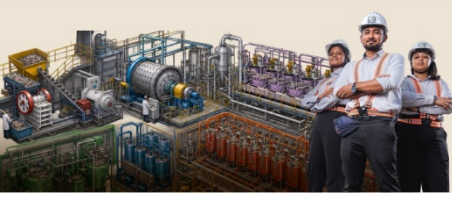
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having meaning specified in **definition section**.

- (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
- ii) a constituent of such Bidders is also a constituent of another Bidders; or.
- iii) 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
- iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- v) such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidders; or
- vi) there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service Provider will depend on the circumstances of each case. While providing services to GMDC for this particular assignment, the Service Provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vii) 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 due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;



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- (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- e) The Service Provider shall be deemed to be acting as an independent of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.



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SECTION V: SERVICE FEES AND PAYMENT TERMS

1. SERVICE FEES

- a) GMDC hereby covenants to pay the Service Fees to the Service Provider for Scope of the Work specified in SECTION – II of the RFP and as per the payment terms specified in clause 2 of this section a at the agreed price specified hereunder.

Position/ Category	No of Manpower (A)	Unit Rate per Month (Rs/ Month per unit) (B)	No. of Months (C)	Total (Rs.) (AXBXC)
Process Shift In-charge	4		12	
Process/ Mechanical Operator	40		12	
Mechanical Engineer	2		12	
Foreman	2		12	
MWF	2		12	
Sr. fitter cum crane operator	6		12	
FITTER	10		12	
Welder cum cutter	9		12	
Rigger	6		12	
Machinist	1		12	
Storekeeper	2		12	
HEMM Operator	7		12	
Elec. Engineer	1		12	
Electrician	7		12	
Instrumentation Engineer	1		12	
Instrumentation Technician	7		12	
Helpers Process: 48 Mechanical: 16 Electrical/C&I: 11	75		12	
Fireman	1		12	



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Administration and Management Charges	1		12	
Grand Total				

- b) The Service Fees specified in subclause a) hereinabove includes remuneration of Service Provider’s staff, transportation for Service Provider’s staff and Food expenses and any other expense to be incurred for executing the Scope of Work for this location
- c) The Service Fees specified in subclause a) hereinabove includes the net amounts payable exclusive of GST but inclusive of all other applicable taxes, duties, surcharge, and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC.
- d) **Each Bidder must quote their rates after thorough reading of this RFP document and estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations including labor laws. Bids with rate not complying with statutory requirements of minimum wages, compliances etc. shall be termed to be non-responsive and rejected. Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**

2. PAYMENT TERMS

- a) The Service Provider shall submit monthly invoices for all items as per the sub clause specified in clause 1 a) hereinabove along with following documents;
 - i) Summary Statement [including supporting documents] showing number of persons of respective categories deployed during such month of operation and the number of days for which deployed.
 - ii) Copy of attendance sheet signed and approved by Service Provider’s Plant In-charge and GMDC’s Site In charge / Engineer In charge specifying attendance of managerial staff and Skilled & Semiskilled staff.
 - iii) The Service Provider shall have to make all the payments to the workers & staffs deputed by them on or before 7th of every month through bank accounts/RTGS only. In exception case, if payment is made in cash, the Service Provider shall ensure that the payment to the workers & staff engaged by him is made in the presence of authorized representative of GMDC. The Service Provider shall attach Bank statement showing the release of monthly wages to all its staff deployed for the Project that includes fulfillment of minimum wages, PF, ESIC , bonus (Bonus to be paid if employee works for 30 days as per the relevant provisions) etc. as per applicable laws/ Labour codes mentioned in clause 1.11 of Section II of this RFP(PF Deposit Challan, PF account number, amount deducted etc.).
 - iv) Undertaking specifying that the Service Provider is complying with all statutory Labor Laws/Codes mentioned in clause 1.11 of section II.
 - v) Details of Service Levels achieved.
 - vi) The Service Provider shall have to open Bank accounts of their workers and shall be required to deposit the wages, advance payment, welfare payments, bonus, and all other payments in their accounts.
 - vii) Copy of the challans for the PF amount deposited in RPFC for the previous month, in respect of PF deduction related exclusively to this contract.
 - viii) Copy of necessary insurance policies having valid period.



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- b) In addition to above, GMDC would periodically check legal / labour compliance obligations of the Service Provider at respective location by scrutinizing its periodic returns showing payment of PF, ESIC, labour license or any other compliances required as per the labour codes etc. as applicable. In the case of any default, which in the opinion of GMDC or the opinion of any expert in the matter who GMDC may consult, is harming the interest of the Project, the personnel deployed, or creating liabilities on GMDC, the Authority retains the right to stop the next payment or make partial payment until such obligations are fulfilled and the evidence is presented to the satisfaction of GMDC.
- c) GMDC shall make payment within 30 (Thirty) working days of receiving the Invoice upon) after deducting applicable damages/ penalties /qualifier criteria pertaining to Section III of this RFP or specified any wherein the RFP.
- d) The payment of the RA Bill shall be released only after receiving detailed statement showing wages and all other payments if any having deposited in the accounts of their personnel. **No payment shall be made for any absentee manpower. The value of fees for the absentee manpower shall be determined on Pro Rata basis. This amount shall be deducted from the RA bill.**
- e) The payment for 80% of the invoiced amount shall be processed by the Project office whereas the remaining 20% shall be processed by the head office after scrutiny of all applicable incentives/penalties.
- f) Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Service Provider.
- g) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

3. Payment for Additional Manpower and Over Time

- a) In the event the Service Provider deploys manpower below the approved strength and compensates the shortfall through overtime, the entire overtime cost shall be borne by the Service Provider, and no additional payment shall be admissible from GMDC.
- b) The Service Provider shall arrange and deploy additional manpower, over and above the deployed strength, as may be required during specialized activities, shutdowns, breakdowns, or any exigencies, to ensure timely and efficient execution of the Works. Any overtime (OT) or additional expenditure arising out of such additional deployment shall be payable only if such intimation is given by GMDC . In such case the additional Fees shall be determined as follows;
 - (i) **Additional Manpower** : Pro-rata fees corresponding to the category of additional manpower deputed shall be determined based on the approved rates of respective category of manpower specified in LOA divided by no of days in a month. This manday rate shall then be multiplied by quantities of respective category of manpower actually deployed and no. of days for which additional manpower deployed.
 - (ii) **For Overtime** : Hourly rate shall be determined on prorata basis for the respective category of manpower deployed for the Overtime. Two times the hourly rate shall be paid for the Overtime.
- c) **Absenteeism & Penalty Clause:** The Service Provider shall maintain absenteeism within the permissible limit of 3% of the approved manpower, Even if the overall absenteeism remains within the permissible limit of 3%, absenteeism in any critical/skilled and managerial skilled manpower



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category should not exceed 3%, as non-availability of skilled manpower directly affects plant operations, equipment availability, safety and work execution. No payment shall be made for any absentee manpower. In the event absenteeism exceeds 3% in any billing period, the Service Provider shall be liable for deductions towards the cost of absentee manpower, and in addition, a penalty shall be imposed on the entire absentee manpower beyond the permissible limit as per the SLAs specified in Section III. Such deductions and penalties shall be treated as recoveries under the Contract and may be adjusted from the Service Provider's interim payments.

4. INDEXATION

- a) The Service Fees and fees for the managerial skilled manpower shall remain fixed for a period of one year from the date of signing of the Agreement except for a skilled, semi skilled and unskilled manpower, the rates for the monthly rates shall be increased or decreased corresponding to proportionate change in the Minimum Wages published by Labor and Employment Department, Govt. of Gujarat on time-to-time basis i.e., Percentage increase or decrease from the previously published Minimum Wages.
- b) In case of extension beyond year for additional one year then the fees for the managerial skilled positions and administration costs shall be increased 5% per annum.



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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 Service Provider) having its registered office at _____, hereunder referred to as the “**Service Provider**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

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

WHEREAS

- A. GMDC vide its Request for Proposal, dated ____ invited Bids from competent parties through transparent and competitive bidding process for “**RFP for Selection of Service Provider for Manpower Services for Operation and Maintenance of GMDC’s Fluorspar Beneficiation Plant situated at Kadipani, Chhota Udepur District, Gujarat**” 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 Service Provider dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. _____ dated _____ accepting the particular Bid Proposal.
- C. The Service Provider has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the **Service Provider for Manpower Services for Operation and Maintenance of GMDC’s Fluorspar Beneficiation Plant situated at Kadipani, Chhota Udepur District, Gujarat** on the terms, conditions and covenants hereinafter set forth in this Agreement.

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

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

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
2. Letter of Acceptance (LOA) no. _____ issued on _____.
3. Performance Security as per _____.
4. Scope of Work provided in RFP SECTION II (which shall be placed as Schedule I in the contract when it is executed)
5. Payment Terms provided in RFP SECTION V (which shall be placed as Schedule II in the contract



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when it is executed).

6. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

1. GENERAL

1.1. Definition and Interpretation

- 1.1. In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:
 - a. **“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;
 - b. **“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement.
 - c. **“Authority”** or **“GMDC”** means the Gujarat Mineral Development Corporation Limited [including without limitation its authorized representatives];
 - d. **“Service Provider”** means any private or public entity selected to provide the Services to GMDC under this Contract.
 - e. **“Contract”** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.
 - f. **“Contract Period”/“ Agreement Period”** shall have a meaning specified in clause 2.9
 - g. **“Day”** means calendar day.
 - h. **“Dispute”** shall have a meaning specified in clause 11.1
 - i. **“Effective Date”** shall have meaning specified in clause 2.1.
 - j. **“Encumbrance”** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to this Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Facility premises.
 - k. **“Force Majeure”** shall have a meaning specified in clause 5.
 - l. **“Good Industry Practices”** shall mean such relevant standards with respect to the industry as are considered to be standard either through their publication or expression by a recognized central industry body or association of that industry or Government or if such are not published then those which are accepted as standard through popular practice.
 - m. **“Insurance”** shall have a meaning specified in clause 3.11



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- n. **“Local Currency”** means Indian Rupees.
- o. **“Material Breach”** means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.
- p. **“Party”** means the “Authority” or the Service Provider, as the case may be, and **“Parties”** means both of them.
- q. **“Team Leader”** shall have a meaning specified in clause 4 (f).
- r. **“Performance Security”** shall have a meaning specified in clause 7.3.
- s. **“Personnel”** means professionals and support staff provided by the Service Provider and assigned to perform the Services or any part thereof.
- t. **“Project”** shall mean GMDC’s fluorspar beneficiation plant situated in Kadipani, Gujarat **including** components and facilities within the premises namely (i) all tangible assets such as land, civil works (buildings) and machineries, plants and equipment, other commercial space, electric light, administrative office, electrical system (ii) all amenities and facilities (iii) Applicable Permits relating to or in respect of the Project .
- u. **“Scope of Work (SOW)/Scope of Services”** means the work to be performed by the Service Provider pursuant to this Contract, as described in RFP SECTION II.
- v. **“Sub-Service Provider”** means any person or entity to whom/which the Service Provider subcontracts any part of the Services. Sub-contracting is not permitted.
- w. **“Third Party”** means any person or entity other than the “Authority”, or the Service Provider.
- x. **“Total Contract Value”** means amount payable to the Service Provider for Contract Period.
- y. **“Annual Contract Value”** means amount payable to the Service Provider for one year.

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.

1.2. Relationship between Parties

- a) Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the Service Provider. The Service Provider shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- b) The contract does not, in any way, create a relationship of “principal and agent between GMDC and the Service Provider. The Service Provider shall not act, or attempt, or represent itself, as an agent of GMDC.



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- c) It is clearly understood and accepted by both parties that this contract between the parties, evidenced by it, is on a principal-to-principal basis, and nothing herein contained shall be construed, or understood, as constituting either party hereto, the agent or representative of GMDC under any circumstances. The employees of the Service Provider shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of GMDC.

1.3. Rights and Obligations

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

- a) the Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- b) GMDC shall make payments to the Service Provider in accordance with the provisions of the Agreement.

1.4. 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.

1.5. 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.

1.6. 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.

1.7. Notices

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

If to Authority;

General Manager (PP&D)/ Tech IV

Email: ppd@gmdcltd.com

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

Land Lines : 079-27912747

Board Lines : 079-27913501, 079-27913200

If to Service Provider;



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1.8. Location

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

1.9. Authorised Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Authority” or the Service Provider may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be General Manager (PP&D)/ Tech IV.
- c) The Service Provider may designate one of its employees as Service Provider’s Representative. Unless otherwise notified, the Service Provider’s Representative shall be: -----

2. HANDOVER, COMMENCEMENT OF WORK AND CONTRACT PERIOD

2.1. Effectiveness of Agreement

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

2.2. Commencement of the Work

- (i) The Service Provider shall commence the work within 7 days from the date of LOA.
- (ii) The Service Provider shall recruit the necessary manpower as per the Scope of Work section II within the 1 Month from the date of LOA. The Service Provider shall undertake on the job and classroom training to its recruited manpower during the one month period post the recruitment.
- (iii) The Service Provider’s team must get familiarized with the Fluorspar Beneficiation Plant as well as existing processes and constraints immediately after the Commencement of Work.

2.3. Use of the Facility

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

2.4. Rights and Title over the Project

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

- a) It shall have rights to use the Project facility only for the purpose of O&M 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.
- c) The rights are being granted to the Service Provider purely for the specific purpose of its operations and maintenance which shall during the subsistence of this Agreement remain a property fully controllable by the Authority. Under no circumstances shall this Agreement create any interest of the Service Provider in the property of any nature analogous to lease, ownership, partial or full title.



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The Authority shall continue to possess the right to evict the Service Provider from the site at any time as per the terms and conditions of this Agreement.

- d) Under no circumstances does the Service Provider shall have any rights over the land, property, buildings, utilities, equipment or any structure standing on the site of the Project and the Service Provider agrees to vacate the Project facility peacefully at the end of the Agreement Period/ Contract.

2.5. Existing Structure and Surroundings of the Facility

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

2.6. Facility to be free from Encumbrances.

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

2.7. Entire Agreement

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service Provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.9 (a) , on matters not covered by this Agreement, the provisions of RFP shall apply.

2.8. Modification of Agreement

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



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Provider shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

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

2.9. Agreement Period / Contract Period

- a) Unless terminated earlier pursuant to Clauses 5.5 or 10.2 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub clause (b) hereunder, the Agreement shall remain in force for a period of **One year** from the Effective Date (the "Contract Period"). Upon Termination, GMDC shall make payments of all amounts due to the Service provider hereunder for which the services delivered.
- b) Subject to satisfactory performance of the Service Provider, the Authority may, at its sole discretion, extend this Contract Period beyond One year for an additional one year.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1. Scope of Work

The Scope of Work to be performed by the Service Provider is specified in the RFP SECTION II. The Service Provider shall be required to execute the Scope of Work in a professional and diligent manner.

3.2. Standard of Performance

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

3.3. Applicable Laws and Compliance to Labour Laws

- a) The Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any all the Personnel of the Service Provider comply with the Applicable Laws.
- b) The Service Provider shall at his expense comply with all labour laws and keep GMDC indemnified in respect thereof.
- c) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under this RFP/ Contract. Such fee/deposit shall be borne by the Service Provider.
- d) The Service Provider shall not employ any forced labor and any labour below the age of 18 (eighteen) years. The Service Provider shall not engage in any discrimination whatsoever whether based on gender, religion, cast, creed, race etc.



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- e) The labors employed by the Service Provider shall have to be paid as per minimum wages prescribed by on the applicable minimum wages as declared by the Central Government or State Government. All labors employed on works should be insured under labour codes .
- f) The Service Provider shall comply with all the provision of applicable laws including but not limited to the following acts if applicable:
 - (i) Factories Act, 1948
 - (ii) Code on Social Security, 2020
 - (iii) Occupational Health & Safety Code, 2020
 - (iv) Code on Wages, 2020
- g) The Service Provider shall indemnify GMDC against any payments to be made under and for the observance of the provisions of the aforesaid Acts .
- h) The Service Provider shall employ relievers in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of GMDC.

3.4. Conflict of Interest

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

3.5. Service Provider not to Benefit from Commission, Discounts etc.

The remuneration of the Service Provider pursuant to Payment Terms specified in RFP SECTION V hereof shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services and, the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder.

3.6. Service Provider and Affiliates not to engage in Certain Activities

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

3.7. Confidentiality

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



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in future after the 1 (one) year beyond the contract period.

3.8. Service Providers' Actions requiring Authority's prior Approval.

The Service Provider shall obtain GMDC's prior approval in writing before taking any of the following actions:

- (i) appointing such members of the Personnel not specified in Scope of Work, not verified as per the verification provisions stated in the Scope of Work.
- (ii) entering into a subcontract for the performance of the Services as per the provision of RFP.
- (iii) any other action that may be specified by GMDC during the course of this Contract.

3.9. Reporting Obligations

The Service Provider shall submit to GMDC the documents, log sheets, production reports, etc. specified in Scope of Work specified in RFP SECTION II, within the time periods set forth in the said Clause. Additionally, the Service Provider shall also submit monthly, quarterly and annual production report as may be suggested by the Authority.

3.10. Obligations

The Service Provider shall adhere to the obligations stated in the Scope of Work, SLAs and in any other sections of this RFP.

3.11. Insurance to be taken out by the Service Provider

- (i) The Service provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel/ manpower deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. GMDC will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act during the Contract period. The Service Provider shall ensure compliance with all statutory regulations and indemnifying GMDC against any claims arising out of employment-related injuries, accidents, or fatalities.
- (ii) The Service Provider shall procure and maintain, at its own cost, all time during the subsistence of contract, below mentioned insurance.
 - (a) Workman Compensation Act Policy
 - (b) Group Personal Accident Policy
 - (c) Comprehensive Motor/ other moving equipment Policy; And
 - (d) Group Mediclaim Policy
 - (e) Third Party Liability;
 - (f) Any other insurance as may be required;
- (iii) Application of Insurance Proceeds: All money received under insurance policies shall be promptly applied by the Service Provider towards pertaining to the cure of breach of its obligations stated in this Agreement.
- (iv) Validity of the Insurance Cover



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

- (v) The Service Provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-/specialist deployed by the Service Provider as well as assets tools and tackles deployed to perform its scope of work specified under this Contract.
- (vi) GMDC undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Service Provider or its sub- s / specialists associated with the Service Provider for the purposes of the Services, nor for any member of any such person.

3.12. Indemnity

- (i) The Service Provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including specialist employed as well as the assets deployed by the Service Provider to perform scope of work specified under this Contract or any asset /equipment deployed by the Service Provider for execution of the scope.
- (ii) The Service Provider shall indemnify GMDC for any physical damage to the Project asset occurred due to reasons attributable to the Service Provider/its staff/ its Personnel On occurrence of such events, the Service Provider shall cure the Project/ at its own costs and reinstate the Project at its original condition.
- (iii) The Service Provider shall indemnify GMDC and hold it harmless from against all claims, liability, loss including damage or expense including counsel/legal fees arising from or by reasons of an action with respect to any part of the execution of Scope of Work.
- (iv) The Service Provider shall also fully indemnify, hold harmless and defend the Authority and Authority indemnified persons from and against any loss or damages arising out of or with respect to:
 - Failure of Service Provider to comply with Applicable laws , Labour Lawas, Applicable permits.
 - Payment of taxes required to be made by Service Provider in respect of income or other taxes of Service Provider's s, suppliers and representatives.
 - Non-payment of amounts due as a result of materials or services furnished to the Service Provider or any of its s which are payable by the Service Provider.
- (v) The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by it, while no right, whatsoever, shall vest in any such person(s) to raise any dispute and/or claim, whatsoever, on Authority. Under no circumstances Authority shall be deemed or treated as the employer in respect to any person(s) engaged/employed by the agency, for any purpose, whatsoever, nor would Authority be liable for any claim(s), whatsoever, of any person(s) of the agency. The agency shall keep the Authority totally and completely indemnified against any such claim(s).



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- (vi) The Service Provider shall be liable for damages on account of any violation by their deployed manpower.

3.13. Safety Obligations

- (i) The Service Provider will be required to maintain and carry out practices for Environment, Health and Safety (EHS) as per Good Industry Practices.
- (ii) During the course of this Agreement, the Service Provider must satisfy all safety requirements as per the statutory requirements, Good Industry Practice and any other safety requirements specified in the Scope of Work. The Service Provider shall also ensure that safety requirements are followed without any deviations throughout the Contract Period at its own cost.
- (iii) The Service Provider shall be responsible for the safety of its staff/ personnel deployed, and it shall bear all financial, and legal liabilities associated with any safety incident.
- (iv) The Service Provider shall take the highest precautions for the safety and security of its staff while carrying out its responsibilities.

3.14. Accounting, Inspection and Auditing

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

4. SERVICE PROVIDER'S PERSONNEL AND SUBCONTRACTING

- a) Service Provider shall appoint a person (the "Project Manager") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by the Authority in the performance of the Service pursuant to the terms of this Contract.
- b) The Project Manager shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Project Manager without the prior approval of the Authority.
- c) The Project Manager shall liaise with Authority for the proper coordination and timely completion of the Services and on any matter pertaining to the same. He shall extend full cooperation to Authority's representatives in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services. The project Manager shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.
- d) If the Project Manager is found not acceptable to the Authority, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such



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withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another Project Manager acceptable to the Authority.

e) **Replacement**

The Service Provider shall replace immediately any of its personnel who are found unacceptable because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from the concerned Department/Organization/Office.

In case manpower intends to avail long leave, then suitable replacement should be done immediately, replacement should be done at the cost of agency.

f) **Substitution**

GMDC expects all the Key Managerial and expert Personnel as specified in the Scope of Work to be available during implementation of the Agreement. GMDC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Service Provider. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.

g) **Working hours, Overtime, Leave etc.**

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

h) **Actions on poor performance of manpower engaged:**

If the performance of the manpower is found unsatisfactory, the Authority shall give a notice of 10 (Ten) days to the Service Provider to take necessary action to improve the performance of the concerned manpower, and if his/her performance does not improve even after 10 (Ten) days of such communication, the Service Provider shall provide a replacement acceptable to the Authority within next 10 (Ten) days.

i) **Uniform**

The Service Provider shall ensure that all the manpower shall wear dress/Uniforms in appropriate manner as per the office environment/ work area requirement as per the direction of the Authority.

5. FORCE MAJEURE

5.1. Force Majeure Event

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

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



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Party of its obligations under this Agreement.

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

- a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Facility for a period exceeding a continuous period of 10 (Ten) days in an accounting year.
- b) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Facility by the Service Provider or any Affiliate of the Service Provider or any or any such affiliate or any of their respective employees, servants or agents;
- c) Strikes, go-slows and/ or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political and other than those involving the Service Provider, s or their respective employees/representatives or attributable to any act or omission of any of them.
- d) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- e) Epidemic or plague or pandemic within India;
- f) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Facility.
- g) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the Authority;
- h) Any public agitation which prevents the operation of the Facility for a continuous period exceeding 10 (Ten) days in an accounting year.
- i) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider or any of the s to perform their respective obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.
- j) Any event or circumstances of a nature analogous to any events set forth above within India. Provided that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure Event:
 - failure or inability to make any payment
 - the effects of market conditions



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5.2. Procedure in case of Force Majeure Event

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

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

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

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

5.3. Consequences of Force Majeure Event

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

5.4. Mitigation and Consultation

- a) During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume the performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The Affected Party shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force



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Majeure Event. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

- b) Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

5.5. 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.
 - 1) Retain possession and control of all assets used in Project forthwith except all tools and tackles which has been brought by the Service Provider.
 - 2) Prohibit the Service Provider and any person claiming through or under this Contract from entering upon the assets /dealing with or any part thereof.
 - 3) Appoint another party that may carry of the remaining obligations of the Service Provider.
 - 4) Authority shall return Performance Security to the Service Provider.

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

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

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

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

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



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6. SUSPENSION OF AGREEMENT

GMDC may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Service Provider of such notice of suspension.

7. OBLIGATIONS OF GMDC

7.1. Assistance in clearance

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

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

7.2. Payment

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

7.3. Documents and Other Support

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

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

8. PAYMENT TO THE SERVICE PROVIDER

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

9. LIQUIDATED DAMAGES AND PENALTY

9.1. Performance Security

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



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

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

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

- (b) The remaining 5 % of the of annual contract value by way of Performance Security will be deducted @ 5% of the value of monthly bills starting from 1st Bill until the total deduction value reaches an amount of 5% of the annual contract value. The Performance Security shall be adjusted at the time of final bill.
- (c) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - (i) In the event GMDC is required to recover any sum due and payable to it by the Service Provider including but not limited to Damages; and which the Service Provider has failed to pay in relation thereof; and
 - (ii) In the event of the Service Provider’s breach of its obligations and if such breach is not cured with the remedial period as per the terms of the Agreement.
 - (iii) If the Service Provider fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
 - (iv) Upon termination by the Authority due to Service Provider’s default/ Event of Default.
- (d) Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Service Provider shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a Service Provider’s breach and entitle Authority to terminate this Contract in terms hereof.
- (e) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Service Provider without any interest, provided the Service Provider is not in default of the terms hereof and there are no outstanding dues of GMDC with the Service Provider.

9.1.1. Encashment and Appropriation of Performance Security

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages/ damages or penalties specified in this Clause 9.2.



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9.2. Liquidated Damages

In case of delay solely attributable to the Service Provider in Commencement of Services as specified in clause 2.2, the liquidated damages as specified in the RFP section II shall become applicable, subject to a maximum of 10% (ten per cent) of the Annual Contract Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Service Provider, a suitable extension of time shall be granted, and no LDs shall be applied.

9.3. Penalty for Deficiency in Services

- (a) In addition to the liquidated damages not amounting to penalty, as specified in Clause 9.2, warning may be issued to the Service Provider for minor deficiencies on its part.
- (b) GMDC shall have the right to claim damages as per the Service Levels specified in section III of this RFP.
- (c) In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then the Authority may initiate penal actions as permitted under law.

10. EVENT OF DEFAULT AND TERMINATION

10.1. Event of Default

Event of Default means the Service Provider Event of Default or the Authority Event of Default or both as the context may admit or require.

a) Service Provider Event of Default

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

- (1) If the Service Provider does not commence the Services within the period specified in Clause 2.2 above and Liquidated Damages thereof exceed 10% of the Contract Value.
- (2) Any representation made or warranties given by the Service Provider under this Agreement is found to be false or misleading.
- (3) the Service Provider becomes insolvent or bankrupt or enters into any agreement within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (4) Service Provider creates any Encumbrance on the Project in favour of any person save and except as otherwise expressly permitted under this Agreement.
- (5) If the Service Provider fails to furnish Performance Security as per the terms of the agreement.
- (6) the Service Provider fails to remedy any breach hereof or remedy the breach of Labour Laws or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 6 , within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- (7) Service Provider is in material breach of its obligations stated in this Agreement.
- (8) Service Provider repeatedly fails to fulfil its obligations.



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- (9) The Performance Security has been encashed and appropriated in accordance with tender conditions and the Service Provider fails to replenish or provide Fresh Performance Security within 30 (Thirty) days.
- (10) Service Provider submits to the Authority any statement which is false in material particulars, and which has a material effect on the Authority's right, obligations or interests.
- (11) A resolution is passed by the shareholders of the Service Provider for the voluntary winding up of the Service Provider company.
- (12) If there is a defect/ deviation from the terms of this Agreement and the Service Provider fails to correct it within a reasonable time provided by the Authority as per the terms of the agreement.
- (13) Any petition for winding up of the Service Provider is admitted by a court of competent jurisdiction or the Service Provider is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Service Provider are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Service Provider under this Agreement and provided that:
 - the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has credit worthiness at least as good as that of the Service Provider as at Commencement Date; and
 - each of the Project Agreements remains in full force and effect.
- (14) The Service Provider suspends or abandons the operations of the Project without the prior written consent of Authority, provided that the Service Provider shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or of Authority under the State Support Agreement.
- (15) The Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (16) The Service Provider is otherwise in Material Breach of this Agreement or commits a default in complying with any other provision of this Agreement.
- (17) Repeatedly non-adherence to safety requirements and statutory requirements stated in this Agreement.
- (18) In case of repeated breach of Service Provider's obligations specified elsewhere in this Agreement.
- (19) If the Service Provider fails to make any payments/damages/penalties due to Authority within the period specified in this Agreement or extended period as mutually agreed by the Parties without any valid reason.
- (20) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to provisions of this Agreement.
- (21) if damages payable exceed 10% of the contract value
- (22) if critical manpower shall remain absent repeatedly
- (23) if the Service Provider's staff is found to be involved in theft/ illegal activities and if such staff members are not replaced by the Service Provider.



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b) Authority Event of Default

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

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

10.2. Termination due to Events of Default and Termination Payment

a) Termination for Service Provider’s Event of Default

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

Provided further, that-

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

b) Termination for Authority Event of Default

Upon the occurrence of an Authority Event of Default, Service Provider shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to the Authority, provided that before issuing the Termination Notice, Service Provider shall by a notice in writing inform the Authority of its intention to issue the Termination Notice (the “Preliminary Notice”). In case the underlying breach/default is not cured within a period of 30 (thirty) days from the date of the Preliminary Notice (Cure Period) Service Provider shall be entitled, to terminate this Agreement by



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issuing the Termination Notice. Upon Termination on account of an Authority Event of Default, no termination payment shall be due or payable to the Service Provider and the Authority shall return to the Service Provider, subject to its rights to deduct any amounts due and payable by the Service Provider, within 30 days of such termination.

10.3. Rights of Authority on Termination

- (i) **Upon Termination of this License Agreement for Service Provider Event of Default**, Authority shall have the power and authority to:
- 1) Retain possession and control of all assets used in Project forthwith except tools and tackles which had been brought by the Service Provider.
 - 2) Prohibit the Service Provider and any person claiming through or under the Service Provider from entering upon the project assets /dealing with or any part thereof;
 - 3) Appoint another party or Service Provider that may carry of the remaining obligations of the Service Provider.
 - 4) Forfeit the Performance Security.
- (ii) **Upon Termination of this License Agreement for Authority Event of Default**, Authority shall have the power and authority to:
- 1) Retain possession and control of all assets used in the Project forthwith except tools and tackles which had been brought by the Service Provider.
 - 2) Prohibit the Service Provider and any person claiming through or under the Service Provider from entering upon the assets /dealing with or any part thereof;
 - 3) Appoint another party or Service Provider that may carry out the remaining obligations of the Service Provider.
 - 4) GMDC shall make the payments to the Service Provider as per the provision set forth in RFP Part V hereof for Services performed prior to the date of termination
 - 5) The authority shall return Performance Security

10.4. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 10.2 and 5.5 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 11 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

11. DISPUTE RESOLUTION

11.1. Amicable Solution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Scope of Work /Payment between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by GMDC and Service Provider in accordance with the procedure set forth in sub-article (b) below.



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- (b) Either Party may require the Dispute to be referred to a committee of two senior executives of each GMDC and the Service Provider, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as an adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert.
- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expenses pertaining to the Dispute Review Expert shall be divided equally between GMDC and the Service Provider. Either Party may refer a decision of the Dispute Review Expert to the Arbitrator within 28 days of the Dispute Review expert's written Decision as per the agreement. If neither party refers the dispute to Arbitration within the next 28 days, the decision of the Dispute Review Expert will be final and binding.

11.2. Arbitration

(a) Arbitrator

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

(b) Place of Arbitration

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

(c) Procedure

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

(d) Enforcement of Award

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

(e) Fees and Expenses

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrator. The arbitrator 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.



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11.3. Performance during Dispute Resolution

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

12. FAIRNESS AND GOOD FAITH

12.1. Good Faith

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

12.2. Operation of Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 12.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 11 hereof.

13. TAKEOVER OF BASIC TOOLS GIVEN BY AUTHORITY

On Termination of the Agreement by efflux of time or early Termination on account of Force Majeure or Event of Default, the Basic tools provided for the O&M of Kadipani Fluorspar Beneficiation Plant shall be handed over back to the Authority/ GMDC in safe and healthy condition (with reasonable wear and tear in case of plant). The Compensation to GMDC by the Service Provider for any damages / deficiencies observed in such inspection shall be worked out mutually.

14. MISCELLANEOUS

14.1. Assignment and Charges

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

14.2. Severability

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



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practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

14.3. No Partnership

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

COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:

SIGNED, SEALED AND DELIVERED

Organization	Authorized Signatory	Signature of Witness
Authority /GMDC	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name: Designation:	Witness 1 Sign: Name: Witness 2 Sign: Name:
Service provider	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name : Designation:	Witness 1 Sign: Name: Witness 2 Sign: Name:



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SECTION VII: ANNEXURE

Annexure 1: Letter of Bid Submission

{On letterhead of Bidder}

Dated:

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

Subject: RFP for Selection of Service Provider for Manpower Services for Operation and Maintenance of GMDC's Fluorspar Beneficiation Plant situated at Kadipani Chhota Udepur District, Gujarat

Dear Sir/Madam:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid as follows.

Physical submission of;

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

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

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

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

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

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

Yours sincerely,

Name and Signature of Authorized Signatory of the Bidder

For and on behalf of (name of Bidder)

Address:



Annexure 2: Bidder’s Organization and Experience

[To be provided by the Bidder]

A – Bidder’s Organization

[Provide here a brief description of the background and organization of Bidder’s firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a registered legal entity as per the details provided in Pre-qualification criteria. In order to meet above requirements, the Bidder may submit any of the following documentary evidence as applicable.

Firm Constitution and or Registration Documents as below:

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

B – Bidder’s Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Assignment/job similar to the ones specified in Pre Qualification Criteria / Technical Marking system set forth in the RFP (If possible, the Bidder shall specify exact assignment / job for which experience details may be submitted)]

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

Note: Relevant portion of Work Order/contract and Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by the auditor / certified Chartered Accountant.

C – Client Validation for success/ satisfactory records of O&M of Plant / Manpower Services for O&M of the plant for at least 12 months.



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

A – On the Scope of Work

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

B – On Inputs and Facilities to be provided by GMDC

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



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

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

- a) Approach and Methodology,
- b) Work Plan, and

a) Approach and Methodology

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

b) Work Plan



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Annexure 5: Annual Revenue statement

[To be provided by the Bidder]

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

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

Years	Revenue* (in INR crore)
2022-23	
2023-24	
2024-25	
Average	

Note:

Latest available annual audited statements. In case Bidder is following a calendar year then it should provide audited annual Revenue from 2023 to 2025. In case Bidder is following financial year then it should provide latest available annual audited annual revenue for last three years from 2022-23 to 2024-25.

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



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Annexure 6: No Blacklisting certificate

[To be provided by the Bidder]

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

No-Blacklisting Affidavit

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

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

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person



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Annexure 7: 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.

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



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Annexure 8: Undertaking

[To be provided by the Bidder]

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

Dated this _____ day of _____ 202_.

Signature

(Company Seal)

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

Signed by

Authorized Signatory with designation



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Annexure 9: Indicative Format of Price Bid

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

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

Sub: Price Bid for RFP for Selection of Service Provider for Manpower Services for Operation and Maintenance of GMDC's Fluorspar Beneficiation Plant situated at Kadipani Chhota Udepur District, Gujarat

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the GMDC under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

Position/ Category	No of Manpower (A)	Unit Rate per Month (Rs/ Month per unit) (B)	No. of Months (C)	Total (Rs.) (AXBXC)
Process Shift In-charge	4		12	
Process/ Mechanical Operator	40		12	
Mechanical Engineer	2		12	
Foreman	2		12	
MWF	2		12	
Sr. fitter cum crane operator	6		12	
FITTER	10		12	
Welder cum cutter	9		12	
Rigger	6		12	



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Machinist	1		12	
Storekeeper	2		12	
HEMM Operator	7		12	
Elec. Engineer	1		12	
Electrician	7		12	
Instrumentation Engineer	1		12	
Instrumentation Technician	7		12	
Helpers Process: 48 Mechanical: 16 Electrical/C&I: 11	75		12	
Fireman	1		12	
Administartion and Management Charges	1		12	
Grand Total				

Notes:

- a) The Service Fees specified in subclause a) hereinabove includes remuneration of the Service Provider's staff, transportation for Service Provider's staff and Food expenses and any other expense to be incurred for executing the Scope of Work for this location
- b) The Service Fees specified in subclause a) hereinabove includes the net amounts payable exclusive of GST but inclusive of all other applicable taxes, duties, surcharge, and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC.
- c) Total Fees shall be considered for the Evaluation of QCBS criteria as per the RFP terms.
- d) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per Indian laws. The TDS certificate(s) shall be provided as per the due date specified in the Income Tax Act of India.
- e) **Each Bidder must quote his rates after thorough reading of this RFP document and estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations including labor laws. Bids with rate not complying with statutory requirements of minimum wages, compliances etc. shall be termed to be non-responsive and rejected. Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**

Each Bidder must quote his rates after through reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. **GMDC reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**



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Annexure 10: Format for Bank Guarantee for towards Bid security/Earnest Money Deposit

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

..... (Name of the Bank)
 Address.....
 Guarantee No.....
 A/C Messrs..... (Name of Bidder)
 Date of Expiry.....
 Limit to liability (currency & amount)

Invitation For Tender No..... Dated..... (bidding document)
 For..... (Name of work)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....202_

To,
 Gujarat Mineral Development Corporation Limited
 Khanij Bhavan, 132-Ring Road,
 Gujarat University Ground, Vastrapur,
 Ahmedabad - 380052.
 Gujarat, India

Dear Sir,

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

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

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



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Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

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



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9. The Bank has under its constitution power to give this guarantee and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For _____

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____

(Name of the Bank)



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Annexure 11: Format for Bank Guarantee for Performance Security

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

Ref: Tender bearing No. _____

Subject: Bank Guarantee towards Performance Security

Date.....20

To,
Gujarat Mineral Development Corporation Limited
Khanij Bhavan, 132-Ring Road,
Gujarat University Ground, Vastrapur,
Ahmedabad- 380052.
Gujarat, India

Dear Sir,

In consideration of Gujarat Mineral Development Corporation Limited (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s _____ (hereinafter called "/Service Provider") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender _____. **The present Bank Guarantee is towards Performance Security of Bid in terms of Clause No. ____ of Part – ____ of the aforesaid bidding document for the due fulfilment by the /Service Provider of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____/- (INR _____ only)**

1) We the _____ (Name of the Bank) hereinafter referred to as "Bank" having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of Rs _____/- (Rupees _____ only) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.



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- 2) We _____ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said _____ of any of the terms or conditions contained in the said Bidding Document by reason of the Service Provider's failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **INR _____/- (Rupees _____ only).**
- 3) We _____ (Name of the Bank) further agree that GMDC shall be the sole judge of and as to whether the Service Provider has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may have caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Service Provider in respect of the said document and the decision of GMDC that the Service Provider has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
- 4) We _____ (Name of the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said _____ (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said _____ (s) shall have no claim against us for making such payment.
- 5) We _____ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said _____ and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee thereafter.
- 6) We _____ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said _____ from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said _____ and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said _____ or for any forbearance act or omission on your part or any indulgence by you to the said _____ or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.
- 7) We _____ (Name of the Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said



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10) The Bank has under its constitution power to give this guarantee and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For _____

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____

(Name of the Bank)



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Annexure 12: List of Approved Banks to GMDC for EMD and Performance Security if Bidder intends to submit Bank Guarantee (Except - Cooperative Bank)

Finance Department, Government of Gujarat's GR No: FD/MSM/e-file/4/2025/2712/D.M.O. Dated: 01/04/2026 Read: FD GR. No.: FD/MSM/e-file/4/2024/2859/D.M.O. Dt 01/05/2025

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2025/2712/D.M.O.

Date: 01/04/2026


(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, 2027. 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	23	South Indian Bank
2	AU Small Finance Bank	24	Standard Chartered Bank
3	Bandhan Bank	25	Tamilnad Mercantile Bank
4	City Union Bank	26	Ujjivan Small Finance Bank
5	CSB Bank	27	YES Bank
6	DBS Bank India Limited	28	Ahmedabad Mercantile Co-op. Bank
7	DCB Bank	29	Nutan Nagrik Sahkari Bank Ltd.
8	Dhanlaxmi Bank	30	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	31	Saraswat Co-Operative Bank Ltd.
10	FEDERAL Bank	32	SBPP Co-operative Bank Ltd.
11	HDFC Bank	33	SVC Co-Operative Bank Ltd.
12	HSBC Bank	34	The Cosmos Co-op Bank Ltd.
13	ICICI Bank	35	The Gujarat State Co-operative Bank
14	IDBI Bank	36	The Surat District Co-op Bank
15	IDFC First Bank	37	The Surat People's Co. Op. Bank Ltd
16	IndusInd Bank	38	The Baroda Central Co-operative Bank
17	Jammu and Kashmir Bank	39	The Panchmahal District Co-operative Bank
18	Jana Small Finance Bank	40	The Kalupur Commercial Co-op. Bank
19	Karnataka Bank	41	The Rajkot Commercial Co-operative Bank
20	Karur Vysya Bank	42	The Banaskantha Mercantile Co-op. Bank Ltd.
21	Kotak Mahindra Bank	43	Gujarat Gramin Bank
22	RBL Bank		

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


(Sandeep Kumar)

Secretary (Economic Affairs)
Finance Department



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Annexure 13: List of Basic Tools to be Provided by GMDC

ELECTRICAL TOOL LIST			
SR.	ELECTRICAL TOOL LIST	UOM	REVISED QTY
1	Pipe spanner set (6-7mm to 18-19mm), Make Taparia.	SET	4
2	Combination plier, Size-8inch, Make-Taparia	NOS	4
3	Nose plier-6 Inch	NOS	
4	Long nose plier-8 Inch	NOS	4
5	Industrial Electric Air blower, Min 650W, Standard Make like Hitachi, Bosch	NOS	2
6	Screw driver, 905-I, Make-Taparia	NOS	
7	Heavy Screw driver, DES177211	NOS	
8	Box spanner set (6mm to 32mm) with ratchet handle, Standard make like Taparia, etc.	SET	3
9	Ring spanner set (6-7mm to 30-32mm), Make Taparia	SET	4
10	Fix Spanner set (6-7mm to 30-32mm), Make Taparia	SET	4
11	Fix ring combo spanner set, size (6mm to 32mm), Make Taparia	SET	4
12	T-spanner set, size (6 mm to 24mm), Make Taparia	SET	4
13	Outside circlip plier; Size-6,8,10 inch (1 each)	SET	
14	Inside circlip plier, Size-6,8,10 inch (1 each)	SET	
15	Three arm Bearing puller, size-300mm, Arm Length-240mm, Force-50KN, Torque-160Nm, Make-Any standard	NOS	2
16	Hydraulic Hex Press big size crimping tool suitable for crimping of lug up to 630Sq	NOS	
17	Hex Press Medium size crimping tool, Size-16 to 50sqmm, Make-TAPARIA	NOS	
18	Hex Press Medium size crimping tool, Size-0.5 sq mm to 16sqmm, Make-TAPARIA	NOS	
19	Allen key set, in mm	SET	4
20	Allen key set, in Inch	SET	4
21	Allen key set, T- type ,in mm	SET	4
22	Electrical Knife	NOS	
23	Bearing induction heater, TMBH-1 with heating clamp medium size	NOS	



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24	Bearing induction lieater, with heating clamp, Big, TIH030m/230V,	NOS	
25	Bearing Pullar	NOS	
26	Bearing Hydraulic Pullar	NOS	
27	Bearing inserting fitting kit, make:SKF	NOS	
28	Screw driver set, Heavy screw driver set with insulation sleeve, in the set screw driver no.713, 922, 725, 828, 912, 712, 937, Make-Taparia	SET	
29	Tap die set with handle, (2 mm to 16 mm) inner and outer	SET	
30	Pipe Wrench-300mm	NOS	4
31	Grinding Machine AG4, Bosch or any standard make, With face shield	NOS	
32	Double speed Dril machine with bits, up to 16 mm Drill bits, Bosch or any standard make for concrete and RCC use	SET	1
33	Safety Belt with anti-skidding lock and double hook type. IS standard certified	NOS	
34	Cutter, 6 inch, 8 inch	SET	
35	Chisel	NOS	
36	Hammer medium, 500g weight	NOS	
37	Teflon Hammer medium size 500g	NOS	
38	Hexo Frame WITH BLADE MEDIUM SIZE	NOS	
39	Copper Bar, 500Gram	NOS	
40	Nylon belt, 10 Tonne	NOS	
41	15 Ton ceiling wire rope with 2 nos. D cycle	SET	
42	File set- round and flat	SET	
43	Paint spray Gun	NOS	
44	LED Torch , Chargeable	NOS	
45	Nylon Rope-30mm, 5 tons - 30 mtr	NOS	
46	Hole Shaw Cutter 5mm to 55mm	SET	2
47	Chain Block :2Tonne capacity with 30 mtr chain	SET	1
48	HOT AIR BLOWER	nos	1
49	HELOGEN 500 WATT AND 1000 WATT FITTING	nos	
50	GREESE GUN SMALL SIZE	nos	
51	GREESE GUN BIG SIZE	nos	



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52	HAND PUMP for transformer oil fill up	nos	
53	20 AMP 5 PIN SOCKET & SWITCH EXTENSION BOARD WITH MINI MODULAR BOARD ALSO 2.5 SQ. MM OR 4 SQ.MM 3 CORE COPPER FLEXIBLE WIRE PER MODULAR	set	3
54	Measuring Tape (50 mtr)	nos	
55	Measuring Tape (10 mtr)	nos	



Annexure 14:

Standard Operating Procedures (SOPs) for Procurement of Specialised Tools (In case GMDC request the Service Provider to procure the Specialised Tools)

Document Control

Particular	Details
SOP Title	Approval Process for Procurement of Tools & Tackles
Department	Projects / Operations / Purchase
Applicable To	All Contractors Working at GMDC Sites
Effective Date	[Insert Date]
Revision No.	00

1. Purpose

The purpose of this SOP is to establish a transparent, standardized, and controlled process for procurement and approval of tools & tackles required by contractors for execution of work at GMDC sites.

The SOP ensures:

- Commercial transparency
- Competitive pricing
- Quality compliance
- Timely approval and procurement
- Prevention of non-standard purchases

2. Scope

This SOP shall be applicable for:

- Tools
- Tackles
- Small equipment
- Consumable tools
- Maintenance tools

procured by contractors for execution of work under GMDC contracts where reimbursement or approval from GMDC is required.



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3. Definitions

Term	Definition
Contractor	Agency executing work at GMDC site
Indent	Request for procurement
Tools & Tackles	Operational tools, maintenance tools, lifting tackles, etc.

4. Roles & Responsibilities

Role	Responsibility
Contractor	Identification of requirement and submission of quotations
User Department	Technical verification and justification
Stores / Purchase	Commercial verification
GMDC Approving Authority	Approval of procurement
Finance	Budget verification if applicable

5. Approval Process Flow

Step 1: Identification of Requirement

The contractor shall identify the requirement of tools & tackles necessary for execution of work.

The requirement shall include:

- Description
- Quantity
- Technical specification
- Purpose of use
- Urgency

Step 2: Submission of Indent

The contractor shall submit:

- Material requisition / indent
- Technical specification
- Justification note
- Minimum three (3) quotations from different vendors

Step 3: Verification of Quotations

The quotations submitted must:

- Be on vendor letterhead



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- Include GST and delivery terms
- Mention validity period
- Match technical specifications

Incomplete quotations shall not be considered.

Step 4: Technical Evaluation

The GMDC user department shall verify:

- Suitability of specification
- Quality compliance
- Requirement justification
- Availability at site stores

If required, technical clarification may be sought from contractor/vendor.

Step 5: Commercial Evaluation

Commercial comparison shall be prepared by contractor in the following format:

Vendor	Basic Cost	GST	Total Cost	Delivery	Remarks

The lowest technically acceptable offer shall be considered as **L1**.

Step 6: Approval by GMDC

The comparative statement along with recommendation shall be submitted to GMDC approving authority for approval.

Approval shall include:

- Technical acceptance
- Commercial acceptance
- Budget availability confirmation

Step 7: Procurement by Contractor

Post approval of L1 vendor by GMDC:

- Contractor may place Purchase Order on approved vendor
- No deviation from approved specification/vendor shall be permitted without prior approval

Step 8: Material Inspection & Verification

Upon receipt of material:

- Joint verification may be carried out by GMDC representative and contractor
- Quantity and specification shall be checked against approved documents



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Step 9: Submission for Reimbursement (If Applicable)

Contractor shall submit:

- Original invoice
- Delivery challan
- Approval copy
- Comparative statement
- Inspection confirmation

for reimbursement processing.

6. Special Conditions

6.1. Emergency Procurement

In case of emergency breakdown impacting production/safety:

- Contractor may procure material with verbal/site approval
- Formal approval with quotations must be regularized within 48 hours

6.2. Single Vendor Situation

Where only one vendor is available:

- Contractor must submit:
 - Proprietary certificate OR
 - Market non-availability justification

Approval shall be taken from competent authority.

6.3. Non-Compliance

Any procurement done without prior approval:

- Shall not qualify for reimbursement
- May attract commercial recovery from contractor

7. Approval Authority Matrix

Value Range	Approval Authority
Up to ₹50,000	Department HOD with concerned with Head PP&A

(This value stands for per month expense)

8. Documentation Required

The contractor shall maintain:

- Indent copy
- Concern Department Head Approval
- Invoice copies



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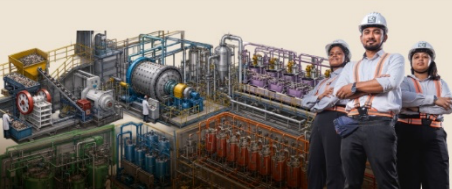
GMDC
Gujarat Mineral
Development
Corporation Ltd.
(A Government of Gujarat Enterprise)

- Inspection records
for audit and verification purposes.

9. Audit & Compliance

GMDC reserves the right to:

- Verify market rates
- Reject non-standard materials
- Audit procurement records
- Review contractor procurement practices



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Annexure 15: Illustration for Calculation of KPI

Group Weightage (A)	Criteria (B)	Formula for Calculation (C)	Baseline (%) (D)	Weightage (E)	Total No. of Events (F)	Measured Performance	Baseline in absolute numbers	Performance (%)	Weighted Score	Group Score
20%	Quality									
	SOP Compliance (%)	(No. of compliant activities for a month / Total activities audited for a month) × 100	100%	20%	300	295	300	98.33%	19.67	19.06
	Reporting Accuracy (%)	(Correct reports / Total reports) × 100	98%	40%	300	280	294	95.24%	38.10	
	Logbook Compliance (%)	(No. of properly maintained logs / Total logs checked) × 100	100%	30%	100	94	100	94.00%	28.20	
Repeat Failures Performance (%)	(Repeat failures / Total breakdowns) × 100	5%	10%	100	7	105	93.33%	9.33		
Group Total									95.30	
20%	Cost									
	Overtime Performance (%)	(OT hours / Total man-hours) × 100	10%	30%	500	70	550	87.27%	26.18	18.41



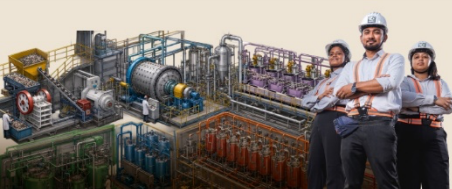
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	Resource Wastage Performance (%)	(Material wasted / Material issued) × 100	2%	10%	750	65	765	91.50%	9.15	
	Manpower Compliance (%)	(Actual manpower deployed / Approved manpower) × 100	100%	60%	100	94.5	100	94.50%	56.70	
	Group Total								92.03	
	Delivery									
	Shift Manning (%)	(Actual manpower per shift / Required manpower) × 100	100%	25%	100	95	100	95.00%	23.75	
	Preventive Maintenance (%)	(PM completed / PM planned) × 100	98%	25%	100	94	98	95.92%	23.98	
30%	Breakdown Response Time	Avg. time from intimation to response (Number of breakdowns attended within 30 minutes / Total Breakdowns) × 100	100%	15%	8	6	8	75.00%	11.25	27.46
	Work Order	(Closed WOs / Total WOs)	100%	15%	100	92	100	92.00%	13.80	



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	Closure (%)	issued) × 100								
	On-Time Reporting (%)	(Reports submitted on time / Total reports) × 100	100%	5%	100	90	100	90.00%	4.50	
	Schedule Adherence (%)	(Jobs completed as per schedule / Planned jobs) × 100	95%	5%	100	91	95	95.79%	4.79	
	House keeping	(No. of section cleaned/Total No. of area inspected) × 100	95%	10%	100	90	95	94.74%	9.47	
	Group Total									91.54
	People									
30%	Replacement Time (Resign)	Time taken within the defined notice period of the contractor (Number of staff replacements within 30 days/ total number of staff replacements) × 100	100%	30%	5	4	5	80.00%	24.00	27.54
	Training Compliance (%)	(Trainings completed / Trainings	100%	25%	100	97	100	97.00%	24.25	



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		planned) × 100								
	Retention Rate (%)	(No. of retained employees / Total employees) × 100	90%	20%	100	88	90	97.78%	19.56	
	Competency Compliance (%)	(Positions filled with competent personnel / Total positions) × 100	100%	25%	100	96	100	96.00%	24.00	
Group Total									91.81	
Total										92.47

Applicable Penalty

Example	
Invoice Value as raised by Service Provider (Without GST)	1,00,000
Applicable GST amount @ 18%	18000
Total Invoice Amount	1,18,000
Deduction based on KPI Performance <i>(as specified in Clause 2.2 of Section III)</i>	1%
Amount to be Paid by GMDC (Excluding GST)	99000
Amount to be Paid by GMDC (Including GST) <i>It is to be noted that the GST amount as raised in the invoice by the Service Provider shall be considered.</i>	117000