

RFP for

**Selection of NABL Accredited Mineral Testing
Laboratory for Analysis of Different Minerals and Ore
Samples**

RFP No. GMDC/GEO/06/2022



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

Sept 2022

DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd(GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Contractors interested for assisting GMDC in its Selection of Contractor for NABL Accredited Mineral Testing Laboratory for Analysis of Different Minerals and Ore Samples.

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 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.

TABLE OF CONTENTS

DISCLAIMER	2
DEFINITIONS	5
SECTION I: BACKGROUND.....	7
1. SCOPE OF WORK	8
2. TIMELINE	11
3. REPRESENTATIVE DEPLOYMENT	12
4. DELIVERABLES	12
SECTION III: INTRUCTIONS TO BIDDERS	13
1. ELIGIBLE BIDDERS	13
2. BIDDING PROCEDURE	16
2.1. Bidding Process	16
2.2. Due Diligence.....	16
2.3. Acknowledgement by Bidder	16
2.4. Cost of Bidding	17
2.5. RFP Fee	17
2.6. Schedule of Bidding	17
3. GENERAL	18
3.1. Bid Validity.....	18
3.2. Numbers of Bids by Bidder	19
3.3. Governing Law and Jurisdiction.....	19
3.4. Authority's Right to Accept or Reject or Split any Bids or all Bids	19
3.5. Earnest Money Deposit (EMD)/Bid Security	20
4. RFP DOCUMENT.....	21
4.1. Content of RFP.....	21
4.2. Clarification to RFP Documents	21
4.3. Amendment and corrigendum of Bidding Documents.....	22
5. PREPARATION AND SUBMISSION OF BIDS.....	22
5.1. Language of Bid	22
5.2. Bid Currency	23
5.3. Format and Signing of Bid	23
5.4. Submission Format & Sealing and Marking of Proposals	23
5.5. Bid Due Date.....	25
5.6. Late Submission.....	25
5.7. Modification and Withdrawal of Bids.....	25
6. BID EVALAUTION CRITERIA	26
6.1. Pre-Qualification Criteria.....	26
7. FIXED RATE.....	28
8. EVALUTION PROCESS	28
8.1. Opening of Technical Bid	28
8.2. Evaluation of Technical Bid.....	28
8.3. Opening of Price Bid	29
8.4. Clarification of Bids and Request for additional/missing information	30
8.5. Verification and Disqualification	30
8.6. Contacts during Bid Evaluation	31
8.7. Correspondence with Bidder.....	31
8.8. Confidentiality	31

9.	SELECTION OF CONTRACTOR AND SIGNING OF AGREEMENT	32
9.1.	Award of Contract	32
9.2.	Tie-Bidders :.....	32
9.3.	Signing of Agreement	33
10.	PERFORMANCE SECURITY	33
11.	COMMENCEMENT OF WORK/ ASSIGNMENT AND RATE OF PROGRESS	34
12.	PROPRITERY DATA	35
13.	TAX LIABILITY	35
14.	FRAUD AND CORRUPT PRACTICES.....	36
15.	CONFLICT OF INTEREST	37
16.	MISCELLANEOUS	38
	SECTION IV: CONTRACT FEES AND PAYMENT TERMS	39
	SECTION V: OTHER TERMS AND CONDITIONS.....	41
1.	GENERAL	41
2.	FORCE MAJEURE	43
3.	TERMINATION OF CONTRACT	44
4.	SUSPENSION OR FORCLOSURE OF CONTRACT	44
5.	OBLIGATIONS OF THE CONTRACTOR	44
6.	LIQUIDATED DAMAGES AND PENALTY	46
7.	DISPUTE RESOLUTION.....	47
	SECTION VI: ANNEXURE.....	49
	ANNEXURE 1: LETTER OF BID SUBMISSION	49
	ANNEXURE 2: BIDDER'S ORGANIZATION AND EXPERIENCE.....	50
	ANNEXURE 3: DETAILS OF THE EQUIPMENTS PROPOSED FOR ANALYSIS.....	52
	ANNEXURE 4: DETAILS OF THE EQUIPMENTS WHICH THE BIDDER PROPOSES TO DEPLOY.	53
	ANNEXURE 5: TEAM COMPOSITION AND TASK ASSIGNMENTS	54
	ANNEXURE 6: TURNOVER STATEMENT.....	55
	ANNEXURE 7: NO BLACKLISTING CERTIFICATE.....	56
	ANNEXURE 8: FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING BIDDER'S SIGNATORY	57
	ANNEXURE 9: UNDERTAKING	58
	ANNEXURE 10: INDICATIVE FORMAT OF PRICE BID	59
	ANNEXURE 11: FORMAT FOR BANK GUARANTEE FOR TOWARDS BID SECURITY/EARNEST MONEY DEPOSIT	61
	ANNEXURE 12: FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY	64
	ANNEXURE 13: LIST OF APPROVED BANKS FOR EMD AND PERFORMANCE SECURITY IF BIDDER INTENDS TO	
	SUBMIT BANK GUARANTEE	67
	ANNEXURE 14: BIDDERS DETAILS FOR REGISTRATION PURPOSE ONLY.	71

DEFINITIONS

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

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd who shall appoint the Contractor for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate which is a Limited Liability Partnership registered under LLP act or a company under the Indian Companies Act 1956/2013 which submits a Bid to provide Services to GMDC along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids.
3. **Bid/Proposal** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 2.6 of SECTION III
5. **“Agency/Contractor”** shall means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of RFP and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
6. **“Contract Agreement/Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Contractor’ comprising of all terms and conditions stated in this RFP.
7. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned work.
8. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 14 of SECTION III.
9. **“Conflict of Interest”** shall have a meaning specified in clause 15 of SECTION III.
10. **“Contract Fees /Fees/Service Charges”** shall mean the charges payable by GMDC for the work/services rendered by the Contractor.
11. **“Pre-Qualification Criteria”** means criteria specified in clause 6.1 of SECTION III
12. **“Evaluation Process”** means steps of evaluation specified in clause 8 of SECTION III
13. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 3.5 of SECTION III.

14. Letter of Award” shall have the meaning ascribed thereto under clause 9.1of RFP SECTION III.

15. “Parties” means the parties to the Contract Agreement and “Party” means either of them, as the context may admit or require.

16. “Preferred Bidder “shall have a meaning specified in clause 8.3 (iv) of RFP SECTION III.

17. “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 Terms of Reference as per the terms specified in RFP.

18. “Terms of Reference/Scope of Work” means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the successful bidder is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION II of RFP.

19. “Third Party” means any Person other than GMDC and the Contractor.

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

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is the leading State-owned Mining and Minerals Company of Gujarat with operational experience over 50 years and having product portfolio across mining, value added products and power.

GMDC is a zero-debt company listed on National and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat. It stands fifth in terms of market capitalization (Rs 2100 crore/ USD 300 m) among its peers as on July 2021.

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

GMDC is also on process of obtaining lease for six new lignite blocks in various district of Gujarat State. All new proposed project sites are in Gujarat in Bharuch, Surat and Kutch Districts with a block area of 1000 to 5000 hact.

GMDC requires appointing the renowned professional NABL accredited agency having accreditation for analysis of individual radicals/ components specified in this document for Analysis of Different Minerals and Ore Samples.

SECTION II: TERMS OF REFERENCE/SCOPE OF WORK

The detailed Terms of Reference, Deliverables and Timeline are specified in this section.

1. SCOPE OF WORK

The scope of work involves analysis of different parameters/radicals/components for exploration and non-exploration samples of below mentioned minerals through NABL accredited laboratories, having accreditation for analysis of individual radicals/components specified in this document except RE mineral.

1. **Locations:** Kutch, Bhavnagar, Ambaji, Shivrajpur, Kadipani-Ambadungar, Tadkeshwar, Rajpardi Lignite/ Metal Mining lease of GMDC.
2. **Quantum of work:** The approximate samples for Mineral analysis are 5000 Maximum.
3. **Type of Samples:** Base Metal Ore Samples, Manganese Ore Samples, Fluorspar, Carbonatite, REE samples, Lignite, Carbonaceous Shale, Bentonitic Clay, Clay, Silica Sands, Limestone, Bauxite, Laterite etc.
4. **Preparation & Quantity of Samples:**
 - a. Maximum 2300 nos of exploration Samples will be provided in powdered form.
 - b. Maximum 2700 nos of non-exploration samples collected from different running mines will be provided in lumps. Bidder has to prepare samples for Analysis at his own cost.

However above is indicative only and may vary as per core recovery based on geological conditions of the area.

5. **Collection of Samples:** It is the responsibility of the bidder to collect samples from various site offices or proposed upcoming site offices of projects and also from Corporate office Ahmedabad. The bidder has to collect the samples within 10 days from the date of communication made by GMDC. The average distance of travelling to various site offices from Ahmedabad is around 550 to 600 Km (Max.).
6. **Re-Testing:** GMDC will keep 10% samples as counter sample and will be analyzed at other laboratory if required. If any variation found then the contractor is required to carry out re-testing of all the samples without any extra charges.

7. Detail Parameters/Radicals/Components to be Analyzed for Various Categories Samples:

Bidder has to carry out analysis as per approved NABL accreditation for analysis of individual radicals/ components specified from time to time for below mentioned minerals except REE mineral.

Sr.No.	Name of Mineral	Parameters/Radicals/Components
01	Lignite/ Carb Shale	1) Moisture. % 2) Ash. % 3) Volatile Matter. % 4) Fixed Carbon. % 5) Calorific value. 6) Different forms of sulfur(Sulphatic,Pyritic & Organic) % 7) Total Sulfur % 8) Sp . Gr
02	Base Metal Ore	1) Copper 2) Lead 3) Zinc 4) Total Sulphur 5) Cadmium 6) Gold 7) Silver 8) Cobalt 9) Nickel 10) Niobium 11) Molybdenum 12) Gallium 13) Arsenic 14) Antimony 2) Bismuth
03	Manganese Ore	1) Mn% 2) CaO% 3) MgO% 4) BaO% 4) TiO2% 6) SiO2% 7) P2O5% 8) Fe2O3% 8) Al2O3% 9) MnO2% 2) LOI%
04	Fluorspar/ Carbonatite	1) CaF2% 2) SiO2% 4) MgO% 4) CaCO3% 5) Na2O% 6) K2O% 7) TiO2% 8) MnO% 9) Cr2O3% 10) V2O5% 10) Fe2O3% 12) Al2O3% 13)P2O5% 14) BaSO4% 2) LOI%
05	REE	1) La (ppm) 2) Ce (ppm) 3) Pr (ppm) 4) Nd (ppm) 5) Sm (ppm) 6) Eu (ppm) 7) Gd (ppm) 8) Tb (ppm) 9) Dy (ppm) 13) Yb (ppm) 14) Lu (ppm) 15) Y (ppm) 16) U (ppm) 17) Th (ppm) 18) Nb (ppm) 19) Ta (ppm) 20) V (ppm) 21) Ba (ppm)

		10) Ho (ppm) 11) Er (ppm) 12) Tm (ppm)	22) Sr (ppm) 23) Mgo %
06	Silica Sand	1) SiO2% 2) R2O3% 3) Fe2O3% 4) Al2O3% 5) TiO2% 6) CaO% 7) MgO% 8) Na2O% 9) K2O% 10) LOI	
07	Limestone	1) SiO2% 2) CaO% 3) MgO% 4) Al2O3% 5) Fe2O3% 6) TiO2% 7) Cl2% 8) R2O3% 9) LOI	
08	Bentonitic Clay	1) Free Swelling Value (FSV) 2) MB Value (mg/gm) 3) PWA (%) 4) Fann Viscosity at 600 rpm 5) Fann Viscosity at 300 rpm 6) Fluid Loss	
09	Bauxite/Laterite	1) Al2O3%	
		2) SiO2%	
		3) Fe2O3%	
		4) CaO%	
		5) K2O%	
		6) NaO%	
		7) TiO2%	
		8) LOI%	

8. Expected Nos. of Samples Category wise:

a. Lignite/Carb Shale	-	Maximum 1500
b. Pb-Zn-Cu Ore	-	Maximum 200
c. Manganese Ore	-	Maximum 200
d. Fluorspar/Carbonatite	-	Maximum 300
e. Bentonite/Clay	-	Maximum 200
f. Silica Sand	-	Maximum 300
g. REE	-	Maximum 300
h. Limestone	-	Maximum 1000
i. Bauxite	-	Maximum 1000
Total	-	Maximum 5000

9. **Counter Samples:** After analysis the service provider has to retain counter samples with it at least for 3 months in case of mines and six months in case of exploration samples for check analysis in case of dispute.
10. **Analysis & Report:** The analysis report of samples should be submitted within 21 days of collection of sample from site office. The service provider has to submit soft copy and 2 (two) hard copies of the analysis report to GM (Geo), Head Office.
11. **Sub-letting of the work in whole or part :** The service provider shall not assign the work or any part thereof, any share of interest therein, or money due there under, or sub-let the work or any part thereof or allow any person to become interested in the work or a portion thereof, in any manner whatsoever except with prior and written permission of the Managing Director/ Chairman / CMD of GMDC.
12. **Delay in completion of work:** For any delay in completion of work on account of Timely submission of Analysis Report as indicated in the bid, the performance security deposit (PBG) shall be forfeited. This clause is in addition to L.D clause.
13. **Reporting & Format:** Before submission of Final report, draft Analysis report is essential to submit for the confirmation of results. Report should be submitted in the format as provide to successful bidder to GMDC. Data confidentiality is of prime importance in GMDC. The agency should have to sign confidentiality agreement before commencing the work to ensure that no data should be leaked out to any person outside the organization. Data within the company should be provided to Site Geologist / Project In-charge/ Head of Geology.

2. TIMELINE

Timely completion of the awarded work is the essence of the Bid. The bidder shall take all necessary steps in order to execute the work for timely completion of awarded work within the given time schedule as indicated below.

- a. **Zero date:** The zero date shall be counted from date of the issue of work order.
- b. **Collection & Frequency period:** Collection of Sample will be communicated by GMDC in lot size of 50 to 200 nos. with location, date and time. The successful bidder has to make its own arrangement for the collection of same and shall be collected within 10 days from the date of communication made by GMDC.
- c. **Work Execution Period / Contract Period :** The Analysis work shall be commenced immediately after the collection of Samples. Analysis report shall be submitted within 21 days from the date of the collection of sample from site office. The total time period/ contract period for execution of the awarded work of maximum **5000 samples is 24 months.**

- d. **Extension / Reduction of Time Period:** The time duration of contract may be extended / reduced depending upon availability / requirement of the sample analysis work.
- e. The present scope of work may be possible continuously or in breaks depending on availability of samples prepared.
- f. Work shall be commenced immediately after the collection of samples and same to be communicated to Head Office.

3. REPRESENTATIVE DEPLOYMENT

The successful bidder may depute authorized representative for the collection of samples at site.

4. DELIVERABLES

This section should be read in relation to the above scope of work and not in isolation.

The successful bidder shall submit soft copy and 2 Nos. of hard copies of analysis report as per the format to be provided by GMDC.

1. The individual analysis report of each sample within stipulated time period. It should be with proper numbering and Sample ID; clearly indicating run depth, Thickness, borehole number and Project Name
2. The consolidated mineral wise, project wise analysis report book with spiral binding at the end of the contract.

SECTION III: INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS

1.1. BIDDERS ELIGIBILITY

The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in RFP.

1.2. BIDDER'S DIGITAL SIGNATURE

The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

1.3. Joint Venture/Consortium Details

Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Name of all the partners of a Joint Venture/ Consortium (not more than 3):

- a. Lead Partner
- b. Partner
- c. Partner.

Joint Venture (JV)/Consortium must comply the following requirements:

- (i) Following are the minimum qualification requirements for a joint venture.
 - a. The minimum qualification requirements for Joint Venture: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the JV will be as deliberated under clause 8 of section III of the RFP towards fulfillment of qualification criteria related to the experience will be added together.
 - b. The qualifying criteria parameter e.g. financial resources (Working Capital/turnover) of the individual partners of the JV will be added together, for the relevant period, and the total criteria should not be less than as deliberated under Clause No. 8 of section III of the RFP towards fulfillment of qualification criteria related to Working Capital/financial turn over.

- (ii) The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and/or any change in the bidding regarding Joint Venture will not be permitted.
- (iii) The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- (iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- (v) The JV Agreement must include the relationship between joint venture partners in the form of JV /Consortium agreement to legally bind all partners jointly and severely for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and severally) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- (vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners at the time of bidding.
- (vii) The JV / Consortium agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- (viii) The contract agreement should be signed jointly by each Joint Venture Partners. Subsequent declaration/ letters/ documents shall be signed by the lead partner authorized to sign on behalf of the Joint Venture or by the authorized signatory on behalf of the JV.
- (ix) The bid should be signed by all the partners of the Joint Venture.

- (x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
 - (xi) The JV /Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in the bid.
 - (xii) The earnest money/ Bid security/ Bank guarantee can be submitted by the JV/ Consortium or one or more partners of the JV / Consortium.
 - (xiii) The JV /Consortium agreement must be specific that it is valid for the project for which the bidding is done. If the JV /Consortium breaks up midway before award of work/ during bid validity period the bid will be rejected. If the JV breaks up midway before award of work/during bid validity/after award of work/ during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV /Consortium shall be debarred from participating in future bids for a minimum period of 12 months in GMDC.
 - (xiv) JV /Consortium agreement shall be registered in accordance with the law so as to become legally valid and binding on the members before making any payment.
 - (xv) JV /Consortium shall open a bank account in the name of the JV and all payments due to the JV shall be credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc. shall be submitted by the JV before execution of the agreement for the work/ before making any payment.
- Note:** In case the work/service is awarded to a Joint Venture participating in the RFP they have to submit PAN and GST registration (as applicable in the RFP and for the bidder status) on the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.
- (xvi) The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of RFP, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
 - (xvii) No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/piece rated work.

2. BIDDING PROCEDURE

2.1. 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 Method as detailed out in **RFP for Selection of NABL accredited mineral testing laboratory for analysis of different minerals and ore samples** (the “**Bidding Process**”). Technical Bid shall be submitted physically whereas Price Bid shall be submitted online through <https://gmdc.nprocure.com>. The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Terms of Reference 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 8.2 of SECTION III. Based on Technical evaluation, the Price Bids of only Bidder’s meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in clause 8.2(a) and 6.1 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 8.2. The Bids will finally be ranked from the lowest to highest according to their quoted rate specified in price bid.

2.2. Due Diligence

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

2.3. Acknowledgement by Bidder

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

- 1) made a complete and careful examination of the RFP
- 2) 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 above; and
- 3) acknowledged that it does not have a Conflict of Interest
- 4) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.4. 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.

2.5. RFP Fee

- a) Bidder will need to submit nonrefundable RFP Document/Tender Fee of **INR 1,180 (i.e RFP fees of INR 1000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favour of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the technical 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 favour 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 Bidder shall submit the receipt of the same in the technical bid documents.
- c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for the cost of RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.

2.6. Schedule of Bidding

Sr. No.	Event Description	Date, Time and Address
1	Date from which RFP documents will be available	RFP shall be available from 21/09/2022 from website http://www.gmdcltd.com & https://gmdc.nprocure.com
2	Last date for receiving queries/clarifications	Bidders may send their queries by 30/09/2022 up to 18:00 hrs to following officers reach out for any assistance. Mr A.K.Makadia, Senior General Manager (Tech -2) Email : akmakadia@gmdcltd.co.in Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad

		<p>Mr. P. R. Shah, I/c. General Manager (Geology) Email: prshah@gmdcltd.co.in Address: Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad Contact Number : +91- 9727792520</p> <p>Board Lines : 079-27913501, 079-27913200</p>
3	Online Submission of Price Bid	<p>The Price Bid is to be submitted online only at designated place on https://gmdc.nprocure.com on or before 12/10/2022 up-to 17:00 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>
4	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	<p>The Technical Bid is to be submitted off line, strictly after the due date for online submission of price bid but on or before 14/10/2022 up to 15:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.</p>
5	Opening of Technical Bid	On 14/10/2022 at 16:00 hrs at GMDC office
6	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
7	Signing of Agreement	Within 30 days from the date of issuance of LOA.

GMDC shall endeavor to adhere to the bidding schedule as specified in above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website www.gmdcltd.com only.

3. GENERAL

3.1. Bid Validity

- a) Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.

b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 3.5 of RFP SECTION III in all respects.

3.2. 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.

3.3. Governing Law and Jurisdiction

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

3.4. Authority's Right to Accept or Reject or Split any Bids or all Bids

- a) Notwithstanding anything contained in this RFP, GMDC reserves the right to accept or reject or split any Bid and to annul the Bidding Process /Bid Evaluation Process and reject for split all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) GMDC does not bind itself to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reasons whatsoever and to split up the work between two or more bidder(s) or accept the bid in part and not in its entirety.
- c) 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.
- d) Without prejudice to the generality of Clause (a) and (b) above, GMDC reserves the right to reject any Proposal/Bid if:
 - 1) Bid does not meet the Pre-qualification qualification criteria specified in this RFP
 - 2) at any time, a material misrepresentation is made or discovered, or
 - 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.

- 4) The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
- 5) Bidder submits conditional Bid.
- e) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process.

3.5. Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount **INR 90,000 (INR Ninety Thousand)** shall be provided in favour of "**Gujarat Mineral Development Corporation Ltd**", in any one of the following forms/formats. The List of Approved Bank is provided in Annexure – 13.
 - i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank to Authority as per the Annexure 13 (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. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per of RFP. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS¹ under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.
- b) 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 directly to their account digitally only by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process.
- 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 14 of this RFP SECTION III;
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA
 - 2) to sign the Agreement within the time period specified by GMDC.
 - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

4. RFP DOCUMENT

4.1. 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 4.3.

Notice Inviting Tender/RFP

SECTION I	:	Background
SECTION II	:	Terms of Reference/Scope of Work
SECTION III	:	Instructions to Bidders (ITB)
SECTION IV	:	Contract Fees & Payment Terms
SECTION V	:	Contract Terms & Conditions
SECTION IV	:	Annexure

4.2. 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 2.6. They should send in their queries on or before the date mentioned in clause 2.6 section in order to enable Authority to have adequate notice of the said queries so that the same can be addressed in time. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.

- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on GMDC.

4.3. Amendment and corrigendum 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 shall be uploaded on Authority website <http://www.gmdcltd.com> and [https:// gmdc.nprocure.com](https://gmdc.nprocure.com) only. Please note that there is no provision to take out the list of parties downloading the RFP document from the above referred websites. As such Bidders are requested to see the website from time to time before due date of submission of bid to ensure that they have not missed any corrigendum uploaded against the said RFP after downloading the RFP document. The responsibility of downloading the related corrigendum, if any, will be that of the potential Bidder. No separate intimation in respect of corrigendum will be sent to Bidders who down loaded the RFP document from the website as information in this respect will not be available to websites.
- 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.

5. PREPARATION AND SUBMISSION OF BIDS

5.1. Language of Bid

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

5.2. Bid Currency

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

5.3. 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
- c) 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.
- d) In case of JV/consortium, the bid should be signed by all the partners of the Joint Venture / consortium.

5.4. 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 3.5 and RFP Fees as specified in clause 2.5 shall be sealed in an envelope on which the following shall be super scribed:
- “Selection of NABL accredited mineral testing laboratory for analysis of different minerals and ore samples – EMD and RFP Fees”***
- b) **The Technical Bid** shall be submitted in **Hard copy**. The documents and format to be submitted for Technical Bid shall be as follows

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder
2	2	<p>Bidder’s Organization and Experience.</p> <ul style="list-style-type: none"> • Certificate of registration in India , GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable • Documentary evidences for work experience of similar nature 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 CA certificate/self-certification from the Managing Director of bidder's Indian entity to ascertain authenticity.
3	5	Team Composition and Task Assignments
4	6	<ul style="list-style-type: none"> Statutory Auditor/Registered Chartered accountants statement specifying Turnover for last three Financial Years as per clause 6.1 b) Audited Financial statements for last three years as per clause 6.1 b)
5	7	No Blacklisting certificate on Stamp Paper
6	8	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable.
7	9	Undertaking for information and document provided are true.
8		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table herein above of this RFP and should comprise of all documents required to be submitted as per the said Annexure. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

“Selection of NABL accredited mineral testing laboratory for analysis of different minerals and ore samples- Technical Bid”

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

“Selection of NABL accredited mineral testing laboratory for analysis of different minerals and ore samples –Bid submission”

Addressed to :

**Mr. P.R. Shah, I/c. General Manager (Geology),
Gujarat Mineral Development Corp.
Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052**

- c) **Price Bid (Online only)** to be filled up at designated places on **www.gmdc.nprocure.com** as per the format provided in the Annexure 10.
- d) The Bidders are required to submit its Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date and time specified in clause 2.6.

5.5. 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 2.6.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 4.3. 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 website of GMDC i.e. www.gmdcltd.com and www.gmdc.nprocure.com.

5.6. 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 Info tower, Bodakdev,
Ahmedabad - 380054. India
Sales : 079- 4000 7323
Support : 079- 4000 7300
Email : nprocure@ncode.in

5.7. Modification and Withdrawal of Bids

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

6. BID EVALAUTION CRITERIA

All bids must be considered responsive as described in **clause 8.2 (a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria specified hereunder will progress to the next stage of Price Bid opening.

6.1. Pre-Qualification Criteria

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

- a) Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures/consortium. The Bidder shall be a legal entity registered in India under the relevant legislation.
- b) The Bidder must have an average annual turnover of **Rs 25 Lacs** (Rs Twenty Five lacs) per annum in last three financial years ending on 31st March 2021 i.e. ,2019-20,2020-2021,2021-2022.

Documents Required:

- Audited Balance sheet
 - Profit & Loss statement
 - Certificate of statutory auditor certifying turnover of the bidder for the 03 (three) preceding financial year i.e. 2019-20, 2020-2021,2021-22
 - Income Tax returns for the preceding three assessment years, i.e. 2019- 20 and 2020-21, 2021-2022.
 - Copy of PAN
- c) The bidder must have well established equipped Permanent Laboratory as per following details :
 - a. NABL certified Laboratory having accreditation for analysis of individual radicals/ components of minerals specified in this document except RE mineral. (submit the documentary proof)
 - b. Valid Calibration certificate of equipment used for analysis. If the equipment is calibrated in-house, the traceability details of the master equipment/ reference standard used for calibration. (submit the documentary proof)
 - c. Following well Trained and competent Technical staff.

Chemist – 2 Nos. – Msc (Chemistry) with 3 years experience

Junior Chemist – 2 Nos. Bsc (chemistrty) with 2 years experience

- d. The laboratory shall be furnished with all equipment needed for testing. (attach list of equipments)
 - e. If required, GMDC may do the physical verification of Laboratory. The bidder will facilitate the same.
- d) The Bidder must have experience of having successfully executed /completed analysis of various minerals as mentioned above in clause no.1 (7) of section II during the last 7 (seven) years i.e between 01/09/2015 to 31/08/2022, which shall be either of the following :
- 1. one single order of 4000 samples (80% of 5000 samples)
or
 - 2. 2 (two) orders each of 2500 samples (50 % of 5000 samples)
or
 - 3. 3(three) orders each of 2000 samples (40 % of 5000 samples)

Bidder should produce evidence of having experience of successfully completed analysis of various minerals as mentioned above in clause no. 1 (7) of Section II for, satisfactory progress of ongoing works etc. secured from clients along with self attested copies of documentary evidence preferably photo copies of work experience.

Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion/execution certificates issued by clients.

Documents Required :

➤ **Copies of Work Order with Completion Certificate/Continuation Certificates.**

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

- e) The Bidder should not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking. The Bidder shall need to submit Anti Blacklisting Affidavit as per format specified in Annexure 7.
- f) The Bidder should not have Conflict of Interest as per Clause 15.

7. FIXED RATE

- I) The bidder shall quote the firm rates considering all possible escalation during the currency of the contract
- II) It is obligatory/compulsory/mandatory for bidder to quote the rate for all the minerals as per the price bid format. If bidder failed to quote the analysis rate or quote "0" (Zero) for any mineral then their bid will be out rightly rejected and not considered for evaluation, even after opening of the price bid.
- III) The rates quoted by the bidder shall remain firm during the pendency/currency of the contract and **no price escalation** is consider/payable under this contract on any account for whatsoever reason
- IV) No advance payment will be provided.

8. EVALUTION PROCESS

8.1. Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 2.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's names, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 8.2.

8.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 5.4** 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 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 2.5 and 3.5 of ITB respectively.

- (iii) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
 - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - (vi) It does not contain any conditionality; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
 - 3) Evaluation of 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 6.1 and have submitted all documents as per clause 5.4 in order to qualify for next stage of assessment.
- 3) Assessments of technical bids of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents.
- 4) The Price Bids of only Technically Qualified Bids shall be opened.

8.3. Opening of Price Bid

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdc.nprocure.com> as per the indicative format specified in Annexure 10 to this RFP.
- (ii) The Price Bids of only technically qualified Bidders shall be opened online.
- (iii) The time and date of opening of online Price Bids shall be informed to the Bidders who are declared as Technically Qualified Bidders. The technically qualified bidders can view the opened price bids at their place and computer.
- (iv) The Bidder quoted lowest rate in price bid shall be generally declared as Preferred Bidder (the "Preferred Bidder") and considered for award after following the due process including negotiation.

8.4. 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.

8.5. Verification and Disqualification

(i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.

(ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:

- at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- Bidder is blacklisted/banned 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 14.
- In case the Bidder has Conflict of Interest as per clause 15.
- 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 bidder 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 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 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 Contractor, as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Contractor. 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.

8.6. 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 of contract to the successful Bidder. 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 Contractors/ employees/representatives on matters related to the Bids under consideration.

8.7. 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.

8.8. 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.

9. SELECTION OF CONTRACTOR AND SIGNING OF AGREEMENT

9.1. Award of Contract

- (i) Work will be awarded by way of issuance of Letter Of Acceptance to the lowest bidder (L1) without post tender negotiations if the rates are reasonable. If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.
- (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.

9.2. Tie-Bidders :

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the lowest identical Price Bids. GMDC shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of GMDC and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised Price Bid (the "Revised Price Bid") submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by GMDC for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be Selected Bidder and the lowest revised Price Bid received by GMDC during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be only one remaining Tie Bidder, the latter will be declared as the Selected Bidder, provided that the revised Price Bid submitted by such Bidder is lower than that its earlier submitted Price Bid; in such as case the revised Price Bid submitted by such Bidder shall be considered to be the L1 price.

In case of a second round of tie between the revised Price Bids submitted by the Tie Bidders, the Bidder with the higher average annual turnover (to be determined by GMDC on the basis of the audited financial statements submitted by such Bidders as part of their Techno-Commercials Bids) in the last 3 (three) financial years shall be declared as the Selected Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.

9.3. 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 Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 100 / Rs. 300 denominations can be used as per requirement), 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.
- (iii) After the signing of Agreement, the Successful Bidder shall call the "Contractor".

10. PERFORMANCE SECURITY

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOA, in the form of Demand Draft or Fixed deposit or an unconditional and irrevocable bank guarantee (Annexure 12) for amount of equivalent to **10% (Ten percent) of total contract value (without GST) quoted for the Scope of Work** payable to GMDC (the "Performance Security") from Approved Bank to Authority for a period of one and half year (18 months).

Such performance Security shall be in favor of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank list provided at annexure 13 (except co-operative bank). In case of fixed deposit, the same shall be pledged in favor of Gujarat Mineral Development Corporation Ltd.

GMDC may encash the Performance Bank Guarantee or Bank Guarantee or FD, if the Contractor fails to renew it within stipulated time period as suggested above, without any prior notice or correspondence to the Contractor.

- (ii) The Contractor shall maintain a valid and binding Performance Security for a Contract Period as mentioned above in clause no. (i). The Contractor shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months as explained above in clause no. (i) . In case Contract Period is extended then the Contractor shall have to renew Performance Security for a period of extended Contract Period.
- (iii) If the Contractor/bidder, fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.

- (iv) 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 Contractor including but not limited to Damages; and which the Contractor has failed to pay in relation thereof; and
- b) In relation to Contractor's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement. The Contractor 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.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Contractor 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.
- (vii) The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "Gujarat Mineral Development Corporation Ltd. " shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below: -

Name of Bank	:	ICICI Bank Ltd.
Branch	:	AHMEDABAD – JMC HOUSE
IFSC Code	:	ICIC0000024
Account No.	:	002405019379
Customer ID	:	GMDC530265584

11. COMMENCEMENT OF WORK/ ASSIGNMENT AND RATE OF PROGRESS

- a. Contractor shall commence and complete the work/assignment as specified in clause no. 2 (C) of section II. If the Contractor fails to sign the Agreement as specified in Clause 9.2 of section III, commence & complete the assignment and submission of final deliverables 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.

- b. Subject to any requirement in the Contract as to complete any section of the contract before completion of the work, the whole of the contract shall be completed within the period as specified in the scope of contract.
- c. If the contractor without reasonable cause, commits default in commencing the execution of the contract within 30 days' time of the issue of Work Order, GMDC shall without prejudice to any other right or remedy, be at liberty, by giving 30 days' notice in writing to the contractor to commence the contract, failing which to forfeit the Earnest Money Deposit.
- d. If GMDC is not satisfied that the contract can be completed by the contractor and in the event of failure on the part of the contractor to complete contract within further extension of time allowed as before said, shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- e. If GMDC is not satisfied with the progress of the contract and in the event of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract
- f. **Rate of Progress:** Performance of the contractor will be judged on daily basis. If for any reason, which does not entitle Contractor to an extension of time, the rate of progress of the works or any section is at any time, in the opinion of GMDC too slow to ensure completion by the prescribed time or extended time for completion, GMDC shall so notify Contractor in writing and Contractor shall thereupon take such steps as are necessary and GMDC may approve to expedite progress so as to complete the works by the prescribed time or extended time.

12. PROPRIETARY DATA

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

13. TAX LIABILITY

- (i) The rates quoted in Price Bid Annexure 10 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC. Future tax)

- (ii) Any other fresh imposition of taxes or levies or variation in existing taxes & levies etc. during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the successful bidder, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective Bill No.
- (iii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

14. 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 Contractor 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 Contractor 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 Contractor 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 14, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any

manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or

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

15. CONFLICT OF INTEREST

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

16. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) The Contractor shall be deemed to be acting as an independent contractor of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

SECTION IV: CONTRACT FEES AND PAYMENT TERMS

The Contractor shall quote fees for the TOR separately. Authority hereby covenants to pay the Contract Fees to the Contractor for Scope of the Work /TOR specified in SECTION – II of the RFP and as per the Charges and payment terms specified hereunder;

1) Contract Fees and Payment Terms of the Contractor's Scope/TOR.

- a) The Prices are being invited and to be quoted for Contractor's scope as per the price bid format specified in Annexure 10 (Format of Price Bid) RFP.

It is obligatory/compulsory/mandatory for bidder to quote the rate for all the minerals as per the price bid format. If bidder failed to quote the analysis rate or quote 0 (Zero) then their bid will be out rightly rejected, even after opening of the price bid.

- b) **The bidder shall quote the firm rates considering all possible escalation during the currency of the contract**
- c) The rates quoted by the bidder shall remain firm during the pendency/currency of the contract and **no price escalation** is consider/payable under this contract on any account for whatsoever reason
- d) No advance payment will be provided.
- e) For payment purposes, the contractor shall submit the project wise monthly running account bills at corporate office on monthly basis, only for the completed analysis of samples with analysis reports duly accepted by GMDC.
- f) GMDC shall make 95% payment of invoice amount within 21 days of receipt of invoices at corporate office upon verifying the invoice subject to following deduction.
- i. tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
 - ii. Cost of any services provided / material supplied plus 10% administrative charge plus applicable taxes, if any, by the GMDC.
 - iii. Liquidated damages leviable as per clause No.7 of Chapter-V
 - iv. Other deductions, if any
- g) Remaining 5% payment shall be made after submission of project wise consolidated analysis report book (format will be provided by GMDC) of minerals.

- h) Applicable GST if payable by the successful bidder, shall be reimbursed by GMDC at actual subject to submission of documentary proof of having remitted / adjusted the GST and to the extent directly related to the services rendered by the successful bidder under the contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Contractor.

- i) The payment will be made through RTGS/NEFT. The bidder will submit Bank details before release of payment.

SECTION V: OTHER TERMS AND CONDITIONS

1. GENERAL

1.1. Principles of Interpretation

- a. The table of contents, numbers, headings and marginal headings in this RFP are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this RFP.
- 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 RFP, the following shall apply:
 - (i) Between any value written in numerals and that in words, the latter shall prevail.

1.2. Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the Contractors. The Contractor shall, subject to this RFP, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and Obligations

The mutual rights and obligations of GMDC and the Contractor shall be as set forth in the RFP, in particular:

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

1.4. Governing Law and Jurisdiction

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

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 RFP 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 RFP is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this RFP.

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;

_____.

Gujarat Mineral Development Corporation Ltd, Ahmedabad

If to Contractor;

1.8. 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 Contractor 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.
- c) The Contractor may designate one of its employees as Contractor's Representative. Unless otherwise notified, the Contractor's Representative shall be: -----

1.9. Termination of contract for failure to commence Services/Assignment

If the Contractor does not commence/complete the Services within the period specified in RFP, GMDC may, by not less than 1 (one) weeks' notice to the Contractor, declare this contract to be null and void, and in the event of such a declaration, the contract shall stand terminated and the Contractor shall be deemed to have accepted such termination.

1.10. Contract period

A contract shall remain in place for a period of 24 (Twenty Four) months from the date of acceptance of LOA/WO.

2. FORCE MAJEURE

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

3. TERMINATION OF CONTRACT

If at any time during the currency of this contract, any breach occurs due to the reasons attributed to the Contractor, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Contractor. GMDC shall be entitled to forfeit Security deposits as Liquidated damages. No compensation shall be payable by GMDC.

In such event of termination of contract, GMDC will award the total or balance work (if any) to any other Service Provider at the risk and cost of the said contractor after giving 30 days' notice to the contractor as to why the said work shall not be awarded to another entity at his risk and cost.

4. SUSPENSION OR FORCLOSURE OF CONTRACT

In case of any necessity arising due any unforeseen reason not in control of the GMDC including local working conditions, land/lease issues during the currency of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of non-completion of the balance qty. work or for whole contract quantity. Decision of GMDC in this regard shall be final and binding to Bidder.

5. OBLIGATIONS OF THE CONTRACTOR

5.1. General

5.1.1. Standard of Performance

The Contractors shall perform the Services and carry out their obligations hereunder 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 advanced technology and safe and effective equipment, machinery, materials and methods. The Contractors shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GMDC, and shall at all times support and safeguard GMDC's legitimate interests in any dealings with Third Parties here IBM.

5.1.2. Terms of Reference

The scope of Services to be performed by the Contractor is specified in the Terms of Reference (the "TOR") at RFP SECTION II. The Contractor shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

5.1.3. Applicable Laws

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

5.2. Conflict of Interest

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

5.2.1. Contractors not to Benefit from Commission, Discounts etc.

The remuneration of the Contractors pursuant to Payment Terms specified in RFP SECTION IV hereof shall constitute the Contractor's sole remuneration in connection with this Contract or the Services and, the Contractors shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Contractors shall use their best efforts to ensure that any Sub-Contractors, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

5.2.2. Contractors and Affiliates not to engage in Certain Activities

The Contractor shall hold the GMDC's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

The clause shall not prohibit the Contractor to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities. However, in such cases the Contractor agrees to a professional responsibility to maintain the confidentiality of Client information.

5.2.3. Confidentiality

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

5.3. Insurance to be taken out by the Contractor

- (i) The Contractor shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or Contractor's own standard practices during the Contract Period insurance (the "Insurance"). At the Authority's request, the Contractor shall provide evidences of insurance covers or a certificate of all insurances maintained on request of Authority.
- (ii) The Contractor shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub Contractor/specialist deployed by the Contractor to perform scope of work specified under this Contract.

- (iii) The Authority 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 Contractor or its sub-contractors / sub Contractors / specialists associated with the Contractors for the purposes of the Services, nor for any member of any such person

6. LIQUIDATED DAMAGES AND PENALTY

- a) If the service provider fails to deliver the services within the delivery period/ contract period and any extension thereof, unless such failure is due to force majeure situation or due to GMDC's default, liquidated damages (LD) shall be imposed by GMDC on the service provider. However, imposition of LD shall be without prejudice to the other remedies available to GMDC under the terms of the RFP document. In case of GMDC's fault, which is beyond the control of the contractor shall be jointly recorded and certified by the Project Manager / Site- in Charge. For such delay no liquidated damage shall be deducted
- b) If the successful bidder fails to collect the samples from site office within stipulated time period as describe in clause no. 2 (b) of section II, the LD/penalty shall be levied at the rate of Rs. 50/sample/day. GST on LD shall be recovered in addition to the LD amount.
- c) If the successful bidder fails to submit the analysis report within stipulated time period as describe in clause no. 2 (c) of section II, the LD/penalty shall be levied at the rate of Rs. 100/sample/day towards such delay beyond the stipulated date of report submission. In case the delay is more than 15 days then later on GMDC will take suitable decision for continuation or termination of contract as deem fit. GST on LD shall be recovered in addition to the LD amount.
- d) However the total amount of Liquidated Damages and/or Penalty imposed shall be subject to maximum value of 10% of the value of the Contract value (excluding taxes and duties). Further GST as applicable shall be recovered in addition.
- e) GMDC shall have full liberty to realise the LD through the following ways:
- i. Appropriation of the Performance Security;
 - ii. Appropriation the of EMD (in case provision of Performance Security does not exist);
 - iii. to deduct the liquidated damage from any sum due or to become due hereunder, or under any other contract with Contractor or may otherwise recover from Contractor all sums that may become due to GMDC by virtue of any of the terms thereof.
 - iv. without prejudice to any other method of recovery, deduct the amount of such damages from any amount in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve

Contractor from his obligation to complete the contract work, or from any other of his obligation and liabilities under the contract.

- v. Nothing in this RFP shall prevent GMDC from exercising its right of termination of contract under clause no. 2.2 of Section V hereof and associated clauses there under and GMDC shall be entitled, in the event of exercising its said right of termination after the date of final completion of the work to liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due consequent to a termination under clause no. 2.2 of Section V hereof.
- f) Any waiver of LD shall be at the sole option/discretion of GMDC only and any extension must be in writing and with the approval of the competent authority of GMDC.

If at any time during the Service Order / Agreement, the service provider encounters conditions that may impact the timely performance of services, the service provider shall promptly notify to GMDC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the GMDC shall evaluate the situation and may at its discretion waive the LD on the request of the contractor.

7. DISPUTE RESOLUTION

7.1. Amicable Solution

- (a) Save where expressly stated otherwise in RFP document, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the contract including incompleteness of the Services/ TOR /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 Contractor in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to committee of two senior executives of GMDC and the Contractor, 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 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 expense pertaining to Dispute Review Expert shall be divided equally between GMDC and the Contractor. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

7.2. Arbitration

(a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 7.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

(b) Place of Arbitration

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

(c) Procedure

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

(d) Enforcement of Award

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

(e) Fees and Expenses

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

7.3. 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 the contract without prejudice to a final adjustment or judgment in accordance with such solution or award.

SECTION VI: ANNEXURE

Annexure 1: Letter of Bid Submission

{On Bidder's letterhead}

Dated:

To,

I/c. General Manager (Geology),
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052.

Subject: Submission of Bid in response to RFP for Selection OF NABL accredited mineral testing laboratory for analysis of different minerals and ore samples.

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.

A. Physical submission of

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Organization and Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet above requirements, the Bidder may submit any of the following documentary evidences as applicable. Certificate of registration in India along with RBI approval certificate, GSTIN certificate, PAN details **OR** Partnership deed, GSTIN registration, PAN details **OR** Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details **OR** JV/Consortium agreement]

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 Technical Marking system set forth in the RFP (If possible, the Bidder shall specify exact assignment / job for which experience details may be submitted)]

1. COMPLETED JOB FOR ANALYSIS OF MINERALS :

Name of the Clients	Addresses:	Brief description of work awarded (Mineral, Area of work, i.e., district & State, Time duration etc.)	Work order no. and date	Mineral Analysis quantity awarded (in Nos.):	Quantum of Analysis of minerals executed (in Nos.) ::	Duration of Assignment /job (months):	Start date (month/year):	Completion date (month/year):	Name of senior professional staff of your firm involved and functions performed

Note: Relevant portion of Work Order/contract/Client completion certificate to be submitted

2. WORK IN HAND

Name of the Clients	Addresses:	Brief description of work awarded (Mineral, Area of work, i.e., district & State, Time duration etc.)	Work order no. and date	Mineral Analysis quantity awarded (in Nos.):	Quantum of Analysis of minerals executed (in Nos.) ::	Duration of Assignment /job (months):	Start date (month/year):	Quantity Balance as on date	Name of senior professional staff of your firm involved and functions performed

Note: Relevant portion of Work Order/contract/Client completion certificate to be submitted

Annexure 3: Details of the Equipments proposed for Analysis

Sl. NO.	Equipment	Make and Model	Calibration certificate valid up to
1			
2			
3			
4			
5			

Enclose documentary evidence:

- A. Document evidences copy of invoice, technical specification brochure, etc**

Annexure 4: Details of the equipments which the bidder proposes to deploy.

Sl. No.	Equipment	Quantity
1		
2		
3		

Annexure 5: Team Composition and Task Assignments

Sr. No.	Position	Name of Staff	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Years of Experience (i) Total Exp. & (ii) sector experience	Number of relevant projects completed
1.							
2.							
3.							
4.							
5.							
6.							

Support Staff (if any)

Sr. No.	Position	Name of Staff	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Years of Experience	Any other information
1.							
2.							

Annexure 6: Turnover statement

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

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

Years*	Turnover (Rs. Crore)
2019-20	
2020-21	
2021-22	

** Latest available annual audited statements. In case Bidder is following a calendar year then it should provide audited Turnover from 2019 to 2022. In case Bidder is following financial year then it should provide latest available annual audited turnover for last three years from 2019-20 to 2021-22.*

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

Annexure 7: No Blacklisting certificate**(On a Stamp Paper of Value Rs 100)****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 central government / department / Local Government / agency in India or from abroad 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, 2022.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 8: Format of power of attorney for authorizing Bidder's Signatory

(On a Stamp Paper of Value Rs 100)

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

Annexure 9: Undertaking

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 _____ 2022.

Signature
(Company Seal)

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

Signed by

Authorized Signatory with designation

Annexure 10: 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://gmdc.nprocure.com>.)

Sr. No.	Description	SAC Code	Approx. Quantity (in nos.)	Unit rate (Rs. Per Sample) (incl. of all taxes and levies except GST)	Total Amount (in Rs.)
			A	B	C=A x B
1.	Lignite/Carb Shale		1500		XYZ
2.	Base Metal		200		
3.	Manganese		200		
4.	Fluorspar/Carbonatite		300		
5.	Bentonitic Clay & Other Clay		200		
6.	Silica Sand		300		
7.	Limestone		1000		
8.	REE Elements		300		
9.	Bauxite		1000		
	Total		5000		XYZ

Notes:

- (1) For the purpose of Bid evaluation, contract Fees quoted above in the cell marked XYZ shall be considered. However, payment shall be based on actual invoicing based on work carried out by bidder.
- (2) The Bidder to quote basic rates charges inclusive of all other taxes and levies except applicable GST. Applicable GST, over and above approved Contract Fees, at the time of invoicing shall be reimbursed by GMDC on production of proof of payment made. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Contractor.
- (3) 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.

- (4) The above quoted rates represent remuneration of Bidder's staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance, and any other expense to be incurred for executing Terms of Reference at various locations.

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

Annexure 11: 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 RFP No..... Dated.....(bidding document)
 For..... (Name of work)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....2022

To,

I/c. General Manger (Geology),

Gujarat Mineral Development Corporation Ltd.

132 Ft Ring Road,

Near University Ground

Vastrapur,

Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (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 RFP No. _____ for the work _____

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

1. We the _____ (Name of Bank) hereinafter referred to as "Bank" having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.
3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any

6. 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.
7. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding _____ or _____ unrealized.

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

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.
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 **Rs _____/-**
(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 operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____(Name of the Bank)

Annexure 12: Format for Bank Guarantee for Performance Security

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

Ref: RFP bearing No. _____ **Subject:**
Bank Guarantee towards Security Deposit.

Date.....20

To
I/c. General Manger (Geology),
Gujarat Mineral Development GMDC.
132 Ft Ring Road, Near University Ground
Vastrapur, Ahmedabad.

Dear Sir,

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

1) We the _____ (Name of the Bank) hereinafter referred to as "Bank" having our _____ registered _____ office _____ at _____ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of **Rs** _____/- **(Rupees _____ only)** against any losses, damage cost,

charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Contractor of any of the terms and

conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid

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

relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed Rs _____/-
(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 operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____(Name of the Bank)

Annexure 13:
List of Approved Banks for EMD and Performance Security if Bidder intends to submit Bank Guarantee

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022

Read: FD GR. No.: EMD/10/2021/7729/DMO Dt. 28/06/2021

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 28/06/2021.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards/Corporations/PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.

A. T. Saiyad

(Dr. A.T. Saiyad)

Section Officer

Finance Department

To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Chief Secretary

PS to Principal Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Additional Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

Finance Department, Government of Gujarat's GR No: EMD /04/2022/0002/DMO dated 20/05/2022 specified list of Approved Banks as follows.

Annexure I.

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

Date: 20/05/2022


(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2023. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

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

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



(Dr. A.T. Saiyad)

Section Officer

Finance Department

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Annexure 14: Bidders Details for Registration Purpose only.

NAME OF Bidder :	
ADDRESS:1	
STATE	
CITY	
PINCODE	
EMAIL	
PAN NO.	
GST NUMBER	
MSME NO.	
Contact person name	
Designation :	
Mobile No.	
BANK Details	
Bank NAME	
BRANCH	
Account Number	
Type of Account (SA/CA/CC)	
IFSC code	



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

CIN No. : L14100GJ1963SGC001206

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