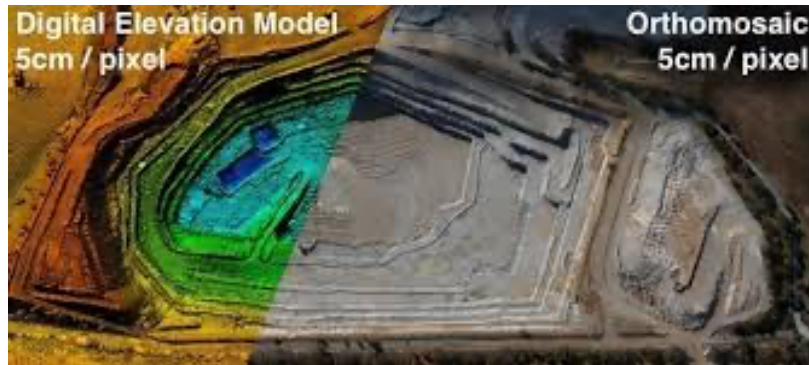


RFP for

**Undertaking Drone Survey of existing and upcoming
metal mines/blocks in Gujarat**

RFP No. GMDC/GEO/01/2024



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

October 2024

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 drone surveying work for existing and upcoming mining projects.

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 mis statements, 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.

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DEFINITIONS

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

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 10 of SECTION III.
9. **“Conflict of Interest”** shall have a meaning specified in clause 11of 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 clause6.1 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 3.5of 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 9.3 (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 about 1000 to 5000 hact.

GMDC would like to have an end to end solution to survey, monitor and manage its various working and upcoming mines spread across the state of Gujarat.

GMDC requires appointing the renowned professional agency for drone surveying for digital aerial images and mapping of existing and upcoming mines/blocks as per the Government of India notification No. G.S.R. 780 (E) dated 03rd November 2021 issued by Ministry of Mines (say here "Notification"). Agency shall conduct drone survey, process the data, generate analysis reports, generate output in prescribed standard format as may be specified by the Indian Bureau of Mines as well as to the satisfaction of GMDC and populate the drone data through computerize synchronization. This drone survey is for existing working mines/blocks, lease area and new limestone projects up to 100 meters outside the lease boundary.

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 qualified agency / agencies / contractor have to carry out a drone survey of the all blocks/ mining leased areas (Table – A) and up to 100 meters outside the lease boundary between 1st April and 15th May every year (except first year) and as per the clause no. 34A (5) of MCDR (Amendment) 2021 and have to submit the processed out puts (Digital elevation model (DEM) and orthomosaic images) obtained from such survey or any other format as may be specified by Indian Bureau of mines in this regard to the controller General on or before 1 day of July every year.

The qualified agency / agencies / contractor should carry our drone survey and images processing work and output related work as per the Standard operating procedure declared by the Indian Bureau of mines or any other competent agency including Ministry of coal or its subsidiary from time to time.

The Clause 34A (5) of MCDR (Amendment) 2021, which read as under.

“The standard operating procedure for carrying out the drone survey and form of the data to be submitted shall be specified by the Indian Bureau of Mines from time to time.”

Broadly, the agency would need to provide the following services:

- (a) Provision of Ground controls as per requirements of project to achieve the required accuracy.
- (b) Procuring necessary clearances from DGCA & Ministry of Defense, Government of India, and other agencies for flying over the AOI to acquire raw LiDAR data, Imagery etc.
- (c) Compliance of Requirements for Operation of Civil Remotely Piloted Aircraft System (RPAS) issued by DGCA and amendment issued to it time to time.

OR

- (d) Compliance of requirements for operation as non-scheduled operator for performing aerial survey work issued by DGCA/MOCA. Compliance of latest Aircraft rules and amendments issued to it time to time.
- (e) Preparation of flight plan
- (f) Acquiring and pre-processing LiDAR data and integration of Geoid model for obtaining orthometric heights for each point

- (g) Post-processing of LiDAR data to fulfill the requirement of Ministry of Mines or Ministry of Coal or any other competent authority.
- (h) Block adjustment and ortho rectification
- (i) Conducting Quality Control/Quality Assurance (QC/QA) to establish correctness of flight operations
- (j) Validating horizontal and vertical accuracy through independent means
- (k) Compliance with other product requirements such as file naming, datum and projection, units, etc.
- (l) Delivery of raw data, other products and supporting reports

The SOW is broadly divided into three parts as mentioned below.

- Part 1: Pre- Requisites
- Part 2: Drone operation for Data Acquisition
- Part 3: Data processing and Analysis

Detailed activity under each of above part is specified below.

Part 1: Pre-Requisites

- a) The agency shall ensure that the necessary permissions and clearances for drone operations are obtained from respective authorities wherever applicable such as, including, but not restricted to the following:
 - i. Directorate General of Civil Aviation (DGCA)
 - ii. Ministry of Defense (MoD)
 - iii. Ministry of Home Affairs (MHA)
 - iv. Air Traffic Control (ATC)
 - v. Local Police and District Administration etc.
- b) The above clearances, and permissions shall have to be mandatorily obtained prior to commencement of the flight operation and the agency shall have to also mandatorily submit a copy of the permissions and clearances received, to GMDC.
- c) It shall be the responsibility of the agency to ensure that the drone operations do not take place without obtaining the relevant permissions from respective authorities.
- d) The agency shall be responsible for engaging required manpower to complete the work within the specified period.
- e) Prior to commencement of flight operation, the agency shall conduct necessary field visits for the study of the area for flight planning and establish Ground Control Points (GCPs), if required. (Agency shall establish GCPs depending on the requirement to meet the desired specifications of the deliverables)
- f) Agency shall ensure that accuracy of the Differential GCPs shall be less than 3 cm. The GCPs should be clearly visible on drone images.

Part 2: Drone operation for Data Acquisition

Agency shall deploy required number of drones at multiple mining sites i.e., either fixed wing or multi-rotor Drones with mini or micro weight class, as per DGCA's latest regulations for data acquisition, few parameters of which are illustrated, (non-exhaustive) below

- Drone Pilot Certificates/ Licenses
 - DGCA Approved Survey grade Drone etc.
 - Every flight should be recorded in the digital sky platform
- a) Agency shall ensure that base station is established for each Drone flight.
 - b) Agency shall ensure that endurance of each Drone for data acquisition shall not be less than 30 minutes.
 - c) Agency shall perform the data acquisition through **normal** flight, **cross** flight as well as **perpendicular** flight so that no object is missed while collecting the data, if required.
 - d) Agency shall ensure that the communication range of each Drone shall not be less than 3 km radius.

The recommended minimum overlap shall be:

- i. 75% frontal and 60% side overlap in general cases.
- ii. 85% frontal and 70% side overlap for forests, dense vegetation and fields.
- iii. 85% frontal overlap for single track corridor mapping.
- iv. 60% side overlap if the corridor is acquired using two flight lines.

Part 3: Data Processing and Analysis

- a) The Agency shall deploy required number of resources on project to process the data and generate required outputs within the shortest possible time, as the outputs are expected on real-time or near real-time.
- b) The data processing and its analysis shall have to be carried out in a manner to maintain the confidentiality of the data. No data shall be shared to any third party without prior written approval from GMDC.
- c) The Agency shall ensure that all flight data be brought into a single block and it shall be in the desired correction range.
- d) The Agency shall generate Digital Terrain Model (DTM), Orthmosaic and if require contours from those mining blocks under survey.
- e) The acquired drone images shall be adjusted together with a bundle adjustment process along with the image matching process and point cloud generation. The

accuracy report of such adjustment shall be submitted with respect to the established ground control points.

- f) The accuracy of derived DTM shall be verified against the identified GCPs for its vertical accuracy.
- g) The orthomosaic shall be generated after achieving the vertical accuracy of DTM and the image adjustment report. The orthomosaic shall be seamless and colour balanced with no artifacts. (Nadir/near nadir images to generate orthomosaic are preferred)
- h) Unwanted features like water, glass etc. shall be removed from Point cloud.
- i) The boundaries of each mining blocks shall be clearly visible on the processed data.
- j) The Agency shall process the data and submit the deliverables as per the work plan mentioned in technical proposal.
- k) The Agency shall generate the volumetric and extent analysis reports for each and every mining site (as listed in Annexure 12) in GMDC and ensure that accuracy to be achieved is at 100%.
- l) GMDC may engage separate Audit team to carry out the checks pertaining to accuracy/correctness/completeness of Bidder's data/processed output such as point cloud, orthomosaic, DSM, DTM, contours and 3D model.
- m) GMDC may deploy a Government agency/private agency at its discretion to audit or countercheck the data furnished by the Agency. Such audits may happen on a bi-annual or annual basis and the Agency shall provide the required data and support to facilitate the same.
- n) The Agency shall address the audit observation by rectifying its data and output as deemed necessary.
- o) Quality Control / Quality Assurance

Quality Control/ quality Assurance (QC/QA) of the LIDAR and/or LiDAR derived data at various stages of mines including validating horizontal and vertical accuracy as per specifications laid down in RFP will be the responsibility of the agency. GMDC may perform additional QC/QA testing. This shall include (a) carrying out corrections as per quality Audit Report and security vetting report provided by GMDC (b) Facilitating per quality audit, stage approvals, security vetting and final acceptance tests by GMDC (c) carrying out corrections after security vetting as pointed out by concerned agencies

2. DELIVERABLES

This section should be read in relation to the above scope of work and not in isolation. The bidder shall submit the deliverables along with file structure, metadata, processing and analysis reports. The deliverables include all the Digital Terrain Model (DTM), Digital Surface Model (DSM), orthomosaic images and contours as per the requirement of notification and these reports in the standard such as GeoTIFF format along with metadata or any other format as may be specified by the Indian Bureau of Mines or Ministry of Coal or any other competent agencies.

The agency have to submit two colour hard copies & soft copies in pen drive/hard disk for required out puts as per IBM / MoC / any other competent agencies' requirement of each mining lease / Block area during the period of contract.

The agency has also help GMDC for Geo – referencing of any present or upcoming structures within the lease area or part thereof as & when required during period of contract.

The agency has also help GMDC for preparation of KMZ file or any other file type compatible with our Geological or mining software for any lease area or part thereof as & when required during period of contract.

The all deliverables shall be submitted within 15 days of completion of drone survey of each working mine / block in the format / SOP as may be specified by the Indian Bureau of Mines or Ministry of Coal/Mines from time to time.

B. Data acquisition

The following data shall be submitted as part of data acquisition:

- a) Drone class type, make & model details, drone registration number of all deployed drones.
- b) Sensor calibration details/report
- c) Make and Model of Inertial Navigation System (INS), GPS receiver details of base as well as for RTK/PPK mode receiver on drones
- d) Raw images in jpeg/tiff format in standard storage device
- e) Ensure that images should not have seam lines, blur, cloud and haze but should have perfect colour balancing
- f) Organization of the delivered data such as file name, folder structure.
- g) Flight details such as flight path including time, position, image start and end number for each flight and orientation parameters for each observation(s).

- h) The base station co-ordinates or the control point number on which each base is operated.

Acceptance of Deliverables

The Agency shall submit the above deliverables with desired specifications and meet the following parameters of accuracy/data quality standards.

These have to be accepted and approved by GMDC.

- i. Vertical accuracy of DEM should be better than 10 cm with respect to GCP.
- ii. Contour Interval should be 10 cm. Every 1 m contour should be indexed.
- iii. Absolute Positional accuracy of ortho should be better than 10 cm with respect to GCP
- iv. Relative positional accuracy of ortho should be better than 2 pixels.
- v. Point cloud shall be carried out using area and distance measurement from GCPs
- vi. 3D model shall be generated using high point cloud density if required.

It is the responsibility of the successful bidder to ensure that they will submit all the final data, reports, images etc. to GMDC in the formats as per the latest Standard Operating Procedure specified/published by IBM or MoC – New Delhi or any other competent agencies as well as submission to concerned statutory authority for which no separate or extra payment will be made by GMDC.

E. Schedule of Drone Survey

Drone surveys shall be conducted for all mines/blocks as mentioned at Annexure – 12 for a period of two years from 1st April to 15th May or as and when directed by GMDC.

The all deliverables shall be submitted within 15 days of completion of drone survey of each working mine/block in the format / SOP as may be specified by the Indian Bureau of Mines or Ministry of Coal/Mines from time to time.

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.
 - 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 severally 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 undertaking Drone Survey of existing and upcoming metal mines/blocks in Gujarat** (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 7.3 and 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 1.2 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 17,700 (i.e RFP fees of INR 15,000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in 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 n procure, 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 17 /10 /2024 from website http://www.gmdcltd.com & https://gmdc.nprocure.com
2	Last date for receiving queries/clarifications	<p>Bidders may send their queries by 23 /10 /2024 up to 18:00 hrs to following officers reach out for any assistance.</p> <p>Mr A. K. Makadia, Senior General Manager (Tech-II) Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad</p> <p>Mr. S. K. Joshi, I/c. General Manager (Geology) Email: gm.geology.co@gmdcltd.com and smjoshi@gmdcltd.co.in Address: Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad Contact Number : +91- 97277 92723</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 18/11/2024 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	The Technical Bid is to be submitted off line, strictly after the due date for online submission of price bid but on or before 18/11/2024 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.
5	Opening of Technical Bid	On 18/11/2024 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 8 lakh (INR eight lakh)** 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 – 11.
- 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 11 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause 3.1 of RFP SECTION III. 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 10 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>. 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 downloaded 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:

“Undertaking of Drone Survey of existing and upcoming metal mines/blocks in Gujarat – EMD and RFP Fees”

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

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder
2	2	<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	3	Team Composition and Task Assignments
4	4	<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	5	No Blacklisting certificate on Stamp Paper
6	6	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	7	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:

“Undertaking of Drone Survey of existing and upcoming metal mines/blocks in Gujarat - 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 :

“Undertaking of Drone Survey of existing and upcoming metal mines/blocks in Gujarat –Bid submission”

Addressed to :

**Mr. S.K. Joshi, 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 8.
- 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 Authority website of GMDC 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 n procure. 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 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 100 Lakh** (Rs one crore) per annum in last three financial years ending on 31st March 2024 i.e. 2021-22, 2022-23, 2023-2024.

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. 2021-22, 2022-23, 2023-2024.
 - Income Tax returns for the preceding three assessment years, i.e. 2021-22, 2022-23, 2023-2024.
- c) The bidder should have a minimum strength of 10 (ten) professionals (mining engineers/geologist, surveyors and software experts) having 03 years or more experience on its payroll (non-contractual staff) who have the relevant experience in the drone mapping, geo-spatial dash boarding and surveying sector. Additionally, the Bidder shall commit to deploy any special domain area experts in mineral and mining sector as required for this engagement without any additional cost.

Document Required :

- List of employees (professionals) working with the organization containing their qualification /technical / professional degree and experience.
- d) The bidder must have DGCA compliant drones for the approvals.
- The copy of valid proof of ownership.
- e) Bidder should produce evidence of having experience of successfully completed similar works for minimum 8000 Hect. during last three years ending last day of the month previous to the one in which RFP is invited, satisfactory progress of ongoing works etc. secured from clients along with self attested copies of documentary evidence preferably photo copies of work experience. It necessary that Bidder should successfully completed at least one single similar work of 1500 Hect out of 8000 Hect. of work, failing which the bidder's bid will not be considered.

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.

- f) 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 5.
- g) The Bidder should not have Conflict of Interest as per Clause 11.

7. FIXED RATE

- i) The bidder shall quote the firm rates considering all possible escalation during the period of the contract**

- II) 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
- III) 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 pursuant to sub clause 2) above.
- 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 8 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 pursuant to sub clause 8.2 (c) in advance. The technically qualified bidders can view the opened price bid 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/barred by any Government Agency.
 - In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 10.
 - In case the Bidder has Conflict of Interest as per clause 11.
 - 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. 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. 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".

9.3. 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 10) for amount of equivalent to **10% (Ten percent) of total contract Fees of mentioned mining projects (without GST) quoted for the Scope of Work** payable to GMDC (the "Performance Security") from Approved Bank to Authority for a period of one year.

Successful bidder is required to submit DD or renew the BG at least one month prior to the end of each year for a fee equivalent to 10% (ten percent) of the total contract fee. Such performance Security shall be in favor of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank except co-operative bank to Authority. In case of fixed deposit, the same shall be pledge in favor of Gujarat Mineral Development Corporation Ltd.

GMDC may encash the Performance Bank Guarantee if the Contractor fails to renew it within stipulated time period as suggested above, without any prior notice or correspondence to the Contractor. In case of fixed deposit, the same shall be pledge in favor of Gujarat Mineral Development Corporation Ltd.

- (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.

9.4. Commencement of Work/Assignment and submission of Final Deliverables

Contractor shall commence and complete the work/assignment between 1st April and 15th May or such other dates as may be mutually agreed upon. If the Contractor fails to sign the Agreement as specified in Clause 9.2, 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.

9.5. Proprietary Data

Subject to the provisions of Clause 7.8, 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.

9.6. Tax Liability

- (i) The rates quoted in Price Bid Annexure 11 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 on submission of documentary proof.

- (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.

10. 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 10, 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.

11. 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.

12. 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 8 (Format of Price Bid) RFP.
- 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) The Contractor shall submit invoices for actual work carried out along with the actual survey work completion certificate issued by concerned project authority after actual completion of assigned job and GMDC shall make payment 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.5 of Chapter-V
 - iv. Other deductions, if any
- f) Applicable GST, over and above approved Contract Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Contractor.

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. Locations

The Services shall be performed at various mining projects as per Annexure 12 of RFP.

1.9. Authorised Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the 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: -----

2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT

2.1. Commencement/completion of Assignment

The Contractor shall commence and complete the Assignment during the period 1st April to 20th May every year unless otherwise agreed by the Parties. For specify block, GMDC will intimate to the contractor regarding scheduling for carrying out drone survey work as per requirement.

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

If the Contractor does not commence/complete the Services within the period specified in Clause 2.1 above, 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.

2.3. Contract period

- a) A contract shall remain in place for a period of 02 years for all project sites as outlined in Annexure - 12 from the date of acceptance of LOA. GMDC will decide on further continuation of the contract for the next 01-year period of time.
- b) Subject to satisfactory performance of the Contractor, the Authority may, at its sole discretion, extend this Contract Period beyond 02 years at similar/negotiated rates for working mines only. If so required, the scope of work may be somewhat modified to reflect the priorities and understanding at the time of extension.
- c) However, GMDC may reserve the rights to discontinue the work at any stage of the contract period.

2.4 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 causes.

2.5 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

2.6 Suspension or Foreclosure 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.

3. OBLIGATIONS OF THE CONTRACTOR

3.1. General

3.1.1. 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.

3.1.2. 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.

3.1.3. 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.

3.2. Conflict of Interest

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

3.2.1. 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.

3.2.2. 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.

3.2.3. 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.

3.3. 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

4. OBLIGATIONS OF GMDC**4.1. Assistance in clearance**

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

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

4.2. Documents and Other Support

GMDC will provide all necessary information/documents/data, which shall include;

- a) GMDC will provide all support required for the assignment.
 - Cadastral plan of areas
 - Surface plan of areas
- b) GMDC may provide accommodation at their guesthouses on a chargeable basis, subject to availability. The applicable charges are the same as for GMDC employees on official business.
- c) Any other information as may be required by the Contractor, subject to internal and external confidential requirements. If necessary, a Non – disclosure Agreement will be signed.

5. LIQUIDATED DAMAGES AND PENALTY

- a) If the service provider fails to deliver the services within the delivery 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.
- b) In case of delay in delivery of the services, the LD shall be calculated as 0.5% (zero point five cent) of the value of the Contract value (excluding taxes and duties) in respect of which the delay in delivery has occurred for each week or part thereof of delay, subject to a maximum value of 5% of the value of the Contract value (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount.
- c) The assignment must be completed between 1st April and 15th May, or in accordance with any other guidelines / instructions issued by the authority. The deliverables for each mining project should be submitted within 15 days of the completion of that project's survey work.
- d) GMDC shall have full liberty to realise the LD through the following ways:
 - a. Appropriation of the Performance Security;
 - OR
 - b. Appropriation the of EMD (in case provision of Performance Security does not exist);
- e) 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

6. DISPUTE RESOLUTION

6.1. 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.

6.2. 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 6.1 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.

6.3. 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 *Undertaking of Drone Survey of existing and upcoming metal mines/blocks in Gujarat.*

Dear Sir/Madam:

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

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)]

Name of Employer:	
Details of Public Sector/Pvt sector Employer	
Address:	
Country:	
Location within country:	
Assignment/job name	
Description of Project/Assignment	
Approx. area surveyed (in Hect.):	
Approx. value of the contract (in Rupees) ::	
Duration of Assignment/job (months):	
Total No of staff-months of the Assignment/job:	
Start date (month/year):	
Completion date (month/year):	
Name of associated Contractors, if any:	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

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

Annexure 3: 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 4: 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)
2021-22	
2022-23	
2023-24	

** Latest available annual audited statements. In case Bidder is following a calendar year then it should provide audited Turnover from 2021 to 2023. In case Bidder is following financial year then it should provide latest available annual audited turnover for last three years from 2021-22 to 2023-24.*

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

Annexure 5: 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, 2024.

Name of the Bidder
Signature of the Authorized person
Name of the Authorized Person

Annexure 6: 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 7: 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 _____ 2024.

Signature
(Company Seal)

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

Signed by
Authorized Signatory with designation

Annexure 8: 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. Area (in Hect.)	Basic rate (Rs. Per Hectare) (incl. of all taxes and levies except GST)	Total Amount (in Rs.)
			A	B	C=A x B
1.	<i>Undertaking of Drone Survey of existing and upcoming metal mines/blocks in Gujarat as per SOW</i>		12433.7894		XYZ
	Total				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 through reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. **Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**

Annexure 9: 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.....2024

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 10: 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 11:
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.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024

Read: FD GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O. Dt. 21/04/2023

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 21/04/2023.

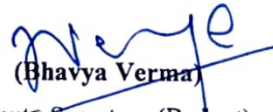
After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

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.


(Bhavya Verma)
Deputy Secretary (Budget)
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 /10/2021/7729/DMO dated 12/04/2021 specified list of Approved Banks as follows.

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024

(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, 2025. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahkari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finane Bank	26	Saraswat Co-Operative Bank Ltd
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op Bank
14	IDFC First Bank	32	The Surat People's Co. Op. Bank Ltd
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vysya Bank		

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

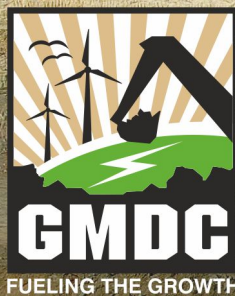

(Bhavya Verma)

Deputy Secretary (Budget)
Finance Department

-----XXXXX-----

Annexure 12 : List of Mines/ Block and Projects areas

Sr. No.	Name of Mine	Mineral	Approx. area including ML and 100m buffer in Hectare	District
1	Daban-Wamoti	Bauxite	1000.3002	Kutch
2	Mothala Balachod		459.1076	
3	Nana Goniysar		129.3487	
4	Naredi-I		111.6068	
5	Naredi-II		119.0648	
6	Naredi-Nandra		294.9623	
7	Ratadiya Nagrecha		374.9043	
8	Roha Kotda		707.3755	
9	Wandh-I		137.6675	
10	Wandh-II		28.6867	
11	Mevasa		327.2958	Devbhoomi Dwarka
12	Ambadungar	Fluorspar	115.7496	Chhota udepur
13	Ambaji	Basemetal	256.7248	Banaskantha
14	Panandhro Ext	Limestone	1199.7527	Kutch
15	Lakhpat		3281.4746	
16	Bharkandam		3889.7675	
Total Area			12433.7894	



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

CIN No. : L14100GJ1963SGC001206

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