

# **Request for Proposal for**

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**Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various  
Websites of GMDC**

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**GMDC/IT/Websites/01/26-27**



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

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

**05<sup>th</sup> June, 2026**

## DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/service providers/Agency interested in assisting GMDC in Design, Development and Comprehensive Maintenance of various websites of GMDC Ltd.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. This RFP may not be appropriate for all people. 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 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 the 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 service provider for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate which is a Proprietorship firm or Limited Liability Partnership registered under LLP act or a company under the Indian Companies Act 1956/2013 which submits a Bid to provide GMDC’s Design, Development and Comprehensive Annual Maintenance Services for Various Websites of GMDC along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids. Consortiums are not permitted.
3. **“Bid/Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Pre-Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 4.5 of SECTION V
5. **“Service Agreement/Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Service Provider comprising of all terms and conditions stated in this RFP.
6. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION V.
7. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION V.
8. **“Charges/ Fees”** shall mean the charges payable by GMDC for the Software delivered and Services rendered by the service provider.
9. **“Composite Score”** shall mean score obtained by service provider as per the formula provided in clause 6.6 of Section V.
10. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION V
11. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION V
12. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION V.
13. **Financial Score** shall mean score obtained by service provider as per the formula provided in clause 5.3 of SECTION V.
14. **Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION V.
15. **“Service Provider/ Agency”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in executing the Scope of Work specified in this RFP.

16. **“Parties”** means the parties to the Service Agreement and “Party” means either of them, as the context may admit or require.
17. **“Preferred Bidder”** shall have a meaning specified in Clause 6.4 (ii) of RFP SECTION V.
18. **“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.
19. **“Scope of Work”** means all the activities as per the Scope of work mentioned in the RFP which the service provider is required to carry out as per the Good Industry Practice. Detailed Scope of Work is specified in SECTION II of RFP.
20. **Technical Score** shall mean score obtained by consultant as per the Technical Score system provided in clause 5.2 of RFP SECTION V.
21. **“Third Party”** means any Person other than GMDC and the service provider.

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.

## ABBREVIATIONS

Abbreviation	Full Form
AD	Active Directory
AOA	Articles of Association
AWS	Amazon Web Services
BI	Business Intelligence
BRD	Business Requirement Document
CA	Chartered Accountant
CAMC	Comprehensive Annual Maintenance Contract
CCN	Change Control Note
CERT-In	The Indian Computer Emergency Response Team
CMMI	Capability Maturity Model Integration
CMS	Content Management System
CS	Composite Score
CSP	Cloud Service Provider
CSR	Corporate Social Responsibility
CV	Curriculum vitae
DBA	Database Administrator
DC	Data Center
DD	Demand Draft
DDoS	Distributed Denial-of-Service
DR	Disaster Recovery
DLP	Data Loss prevention
DPDPA	Digital Personal Data Protection Act
EBIT	Earnings Before Interest Tax
EMD	Earnest Money Deposit
ERP	Enterprise Resource Planning
ESIC	Employees' State Insurance Corporation
ETL	Extract, Transform, and Load
FAQ	Frequently Asked Questions
FRS	Functional Requirement Specification
FY	Financial Year
GCV	Gross Calorific Value
GIS	Geographic information system
GMDC	Gujarat Mineral Development Corporation Ltd.
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
GUI	Graphical User Interface
GIGW	Guidelines for Indian Government websites
HO	Head Office
HQ	Headquarters

*Request for Proposal (RFP) for Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

<b>Abbreviation</b>	<b>Full Form</b>
HR	Human Resource
HRMS	Human Resource Management System
ICICI	Industrial Credit and Investment Corporation of India
IFS Code	Indian Financial System Code
ISMS	Information Security Management System
INR	Indian Rupees
IDS	Intrusion Detection System
IP	Internet Protocol
IPS	Intrusion Prevention System
IPR	Intellectual Property Right
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instructions to Bidders
KPI	Key Performance Indicator
LOA	Letter of Award
MEITY	Ministry of Electronics and Information Technology
MIS	Management Information System
MOA	Memorandum of Association
MYSQL	My Structured Query Language
NDA	Non-Disclosure Agreement
NEFT	National Electronic Funds Transfer
O&M	Operations and Maintenance
OCI	Oracle Cloud Infrastructure
PAN	Permanent Account Number
PAT	Profit After Tax
PF	Provident Fund
PO	Purchase Order
POA	Power of Attorney
PSU	Public Sector Unit
QCBS	Quality and Cost Based Selection
RBI	Reserve Bank of India
RFP	Request For Proposal
RPAD	Registered Post with Acknowledge Due.
RTGS	Real-Time Gross Settlement
SFMS	Structured Financial Messaging System
SEO	Search Engine Optimization
SLA	Service Level Agreements
SOW	Scope of Work
SQL	Structured Query Language
SRS	Software Requirement Specification
SSL	Secure Sockets Layer
SSO	Single Sign-On

*Request for Proposal (RFP) for Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

<b>Abbreviation</b>	<b>Full Form</b>
TDS	Tax deducted at source
UAT	User Acceptance Testing
UI	User Interface
VAPT	Vulnerability Assessment & Penetration Testing
WAF	Web Application Firewall
WCAG	Web Content Accessibility Guidelines

## **SECTION I: BACKGROUND**

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading Public Sector Mining and Minerals Company of Gujarat with operational experience of over 60 years. GMDC's product portfolio spans across mining, value added products and power. Its power portfolio includes clean energy sources such as solar and wind besides thermal power.

GMDC's mining activities are spread across Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chhota udepur districts of the State. It is currently mining minerals like Lignite with five operational Lignite mines, Bauxite (11 operating mines), Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. GMDC also value adds to minerals through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, Beneficiation of Low-Grade Manganese and Beneficiation of Fluorspar. The Company has set up a 250 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's existing Metallic mineral portfolio includes Fluorspar, Manganese, Bauxite, and Multimetals in addition to other associated minerals like silica sand, Bentonite, Ball Clay and Limestone.

Through this Request for Proposal (RFP), GMDC intends to appoint a competent and experienced agency for the design, development, revamp, and maintenance of its corporate website along with six (6) additional websites. The objective of this initiative is to develop highly secure websites, enhance user experience, improve functionality, ensure responsiveness across devices, and align all websites with modern design, security, and accessibility standards.

The proposed websites will function as independent yet cohesive digital platforms, each catering to a specific purpose and stakeholder group, while maintaining consistency with GMDC's overall brand identity. The scope includes the following six websites:

- (i) GMDC Ltd. – Corporate website of Gujarat Mineral Development Corporation Ltd.
- (ii) ICEM (icem.in) – International Center of Excellence in Mining, an initiative of GMDC.
- (iii) GSRC (gsrc.res) – GMDC Science & Research Centre, a GMDC initiative focused on research and innovation.
- (iv) GMRIC – Gujarat Mineral Research & Industrial Consultancy Society, operating under GMDC initiatives.
- (v) GMDCGVT (gmdcgvt.org) – Gramya Vikas Trust website, representing GMDC's Corporate Social Responsibility (CSR) activities.
- (vi) Krantiteerth (krantiteerth.com) – Shyamji Krishna Varma Memorial, a national heritage site managed by GMDC.

This initiative aims to create robust, scalable, and user-centric web platforms that support effective communication, transparency, and outreach to stakeholders, while showcasing GMDC's diverse operations, initiatives, and social commitments.

## SECTION II: SCOPE OF WORK

### 1. Scope of Work

#### 1.1 Preamble

Gujarat Mineral Development Corporation (GMDC) intends to revamp its existing corporate website to enhance user experience, improve functionality, and align with modern design standards. In addition to the website overhaul, GMDC also requires the development of five additional websites, each dedicated to specific operational or strategic activities. These websites will serve as distinct digital platforms, offering focused content, streamlined navigation, and improved accessibility to stakeholders. The initiative aims to strengthen GMDC's digital presence, ensure effective communication, and support its diverse business functions through integrated and responsive web solutions. The detail of each site is mentioned below

Sr. No.	Name of the Website	Website URLs
A.	GMDC Ltd	<a href="https://gmdcltd.com/">https://gmdcltd.com/</a>
B.	International Center of Excellence in Mining	<a href="https://icem.in/">https://icem.in/</a>
C.	GMDC Science & Research Centre	<a href="https://gsrc.res.in/">https://gsrc.res.in/</a>
D.	Gramya Vikas Trust	<a href="https://gmdcgvvt.org/">https://gmdcgvvt.org/</a>
E.	Gujarat Mineral Research & Industrial Consultancy Society	<a href="https://gmrics.com/">https://gmrics.com/</a>
F.	Krantiteerth	<a href="https://krantiteerth.com/">https://krantiteerth.com/</a>

#### 1.2 Detailed Scope of Work

GMDC shall provide designs for logo, user interfaces and text content for all six websites. The Agency needs to incorporate these designs and content along with the UI in websites by undertaking below mentioned tasks:

##### A. Look & Feel of the Website:

- Modern Visual Design: Incorporate an attractive logo, engaging slides, photo/video galleries, news boxes, and visually appealing fonts and color schemes.
- Consistent Layouts: Ensure cohesive design across homepage, archive pages, and individual content pages (news, articles, blog, media, etc.).
- User-Friendly Navigation: Structured menus and intuitive placement of design elements for a seamless user experience.

##### B. Responsive Design & User Interface

- The website must be fully responsive, automatically adjusting layout and content for desktops, laptops, tablets, and mobile phones.
- Implement scrolling effects to enhance user engagement and visual appeal.
- Use the latest web development frameworks to ensure smooth, fast, and cross-browser compatibility.
- Ensure integration of all elements including content, information format, compatibility with software platforms used by the department and standards for content management.

- The CMS platform shall be developed on an Open-Source .NET Core framework with a backend database on MySQL or PostgreSQL. The CMS should allow seamless integration of multimedia content (images, videos, documents, etc.) and provide a user-friendly, intuitive administrator interface for easy content management without requiring advanced technical expertise.
- The CMS platform provides efficient content search functionality that enables users to locate information quickly and accurately. The search capability should be optimized to function smoothly even on standard computing devices (desktop, laptop, and mobile) and moderate internet connections, without requiring high-end hardware or high-speed connectivity.
- Create wireframes, storyboards and prototypes to propose options for implementation.
- Provide three (3) layout options for each website to review in order to select a concept. Concepts should reflect the department’s flagship colors, nature and purpose.
- Develop corresponding user interface components (web templates, style sheets, scripts, images, dashboards, social media interfaces) as needed.
- Submit the final concept to the GMDC before “Going-live”
- Secure the website prior to transitioning to the new platform by performing Security Audit (i.e. CERT-In Certification)
- Transfer of ownership of website to GMDC after Go-Live of the website. The agency to provide a full backup copy of the site design and code at the closing of the project.

**C. Dynamic and Easy-To-Update Feature**

- Fully Dynamic CMS: Admin should be able to easily update theme colors, page layouts, header images, logos, fonts, and menu items without technical support.
- Comprehensive Content Control: Enable dynamic management of all website sections including sliders, news, articles, blogs, galleries, tenders, press releases, RTI, vacancies, and directories.
- Ad & Banner Management: Provide tools for admin to manage advertisement banners with tracking and scheduling features.

**D. Content Migration**

- The existing websites/applications may be migrated/converted from old/existing to new platforms. It may include applications, data, contents, and other related integrations. The migrated platform should also comply with all quality/audit compliances.
- Deployment of old and new content (to be provided by the GMDC) to the new CMS platform.

**E. Testing:**

- Provide a comprehensive testing strategy, including a traceability matrix, detailed test cases, and ensure deployment of required tools and resources for all testing phases.
- Perform thorough component and system-level testing based on the approved test plan, document results, and resolve any identified bugs.

- Ensure successful completion of pre-Go-Live testing, including functional, performance, security, and integration testing

**F. Quality Assurance:**

- The application/website may require compliance with GIGW V02, IT Guidelines and CERT-IN as applicable and as per the project requirements.

**G. CERT-In Audit**

- Comprehensive Security Audit by a CERT-In, Government of India empaneled / Government-authorized third-party agency and the Web Portal must pass the CERT-In criteria and Comprehensive Security Audit. The Agency will be responsible for patches and bug removal during the security audit.
- CERT-In Certifications (Security Audits) need to be conducted; One (1) before Go-Live of the website and One (1) after completion of every 6 Months or any Major Change in the website whichever is earlier from Go-Live.
- Any additional Security Audit, if required, will be done separately.

**H. Training & Handholding:**

- Structured training plan specific to website support staff.
- Training of identified GMDC staff to conduct regular uploads and postings of content to the new website.
- The website must include a user-friendly content management system that enables staff to update content easily and cost-effectively without technical assistance

**I. Hosting:**

- GMDC shall provide the required cloud infrastructure from Cloud service providers such as OCI, AWS, Google. The Agency shall need to provide requirements of cloud compute and storage infrastructure. Basis the Agency's requirements GMDC shall purchase such compute and storage infrastructure at its own cost and make it available to the service provider.
- The Agency shall be responsible for the administration, configuration, operation, and maintenance (O&M) of the provisioned cloud infrastructure in line with GMDC's requirements, ensuring optimal performance, security, and availability.
- Provision for Data recovery in alignment with GMDC's policy shall be ensured
- Set up of DR for Data Recovery and Seamless Operation

**J. UAT & Go-Live:**

- UAT will be conducted prior to the application's Go-Live.
- The Agency must resolve all issues raised during UAT, ensure closure, and obtain formal sign-off.
- A UAT Compliance Report must be submitted by the service provider; only after its successful completion will the application be taken live

**K. Warranty period:** The Agency shall provide six (6) months' warranty support for the websites developed. During the warranty period, the Agency shall need to undertake comprehensive maintenance to ensure the availability of Websites in accordance with the Service Level Agreement (SLA) defined in the RFP, including resolution of issues as per the

timelines, as applicable. The Agency shall undertake scope as mentioned in Comprehensive Annual Maintenance section.

**L. Comprehensive Annual Maintenance Contract & Support Services:**

The CAMC will be for a period of 3 years after the successful completion of warranty support. During the CAMC period, the Agency shall be responsible for the operation, maintenance, support, and smooth functioning of all GMDC websites hosted on the cloud. The responsibilities of the Agency are as follows:

(i) Website Operations & Monitoring

Periodically review the site basis using appropriate monitoring tools to track:

- Website availability and uptime
- Performance and response time
- Server health and storage utilization
- Duplication of content

(ii) Cloud Hosting & Infrastructure Support

Coordinate with GMDC / GMDC-appointed cloud service provider for:

- Cloud server management
- Scaling of resources as required
- Ensure seamless functioning of websites hosted on cloud-based DC and DR environments.

(iii) Website Maintenance & Enhancements

The Agency shall carry out the following during CAMC period:

- Ensure that the information is accurate, relevant and consistent and help remove or oversee the removal of content if it becomes out-of-date or misleading.
- Provide for minor modification/addition/deletion etc. of features /content.
- Bug fixing and correction of errors reported during the CAMC period
- UI modifications as per GMDC requirements
- Provide support in training new/existing staff for content authoring & editing.

(iv) Security, VAPT & Compliance

- Ensure compliance with applicable security guidelines, CERT-In, and Government of India standards

(v) Reporting & MIS

The Agency shall also meet reporting requirements as below:

MIS Report: The Agency shall submit the reports on a regular basis in a mutually decided format. The Agency shall work out the formats for the MIS reports and get these formats approved by the GMDC. The format for the same shall be finalized after mutual agreement with GMDC

– **Daily reports**

- Summary of resolved, unresolved and escalated issues / complaints
- Log of backup and restoration undertaken

– **Weekly Reports**

- Summary of systems rebooted.
- Summary of issues / complaints logged with the OEMs.
- Application monitoring report

– **Monthly Reports**

- Website uptime and availability
- Summary of issues raised and resolved
- Backup and security status
- Preventive and corrective maintenance activities

– **Quarterly Reports**

- Consolidated uptime and performance reports
- SLA compliance reports

**M. Compliance & Information Security:**

- The Agency shall comply with the Digital Personal Data Protection Act, 2023 (DPDPA) and the Information Technology Act, 2000, including all applicable rules and amendments within the first six months of the Award of the Contract
- The Agency shall possess ISO/IEC 27001:2015 or latest certification or maintain an equivalent Information Security Management System (ISMS) within the first six months of the Award of the Contract
- The solution shall implement Data Loss Prevention (DLP) measures and insider threat detection controls to prevent unauthorized data access, data leakage, or misuse of privileged access.
- Conduct and coordination of periodic Vulnerability Assessment & Penetration Testing (VA/PT) and remediation of identified vulnerabilities
- Integration and operational support for security controls provided by GMDC (WAF, DDoS protection, IDS/IPS, Ransomware protection)

**1.3 Functional Requirements Specification (FRS)**

**A. Home Page**

Clean, visually compelling landing page that reflects the organization brand, vision, and public mandate.

Dynamic sections like:

- What's New / Latest Updates
- About Us (History, CMD's Message, Board of Directors, Vision/Mission)
- Mining Operations (Mine-wise details, production, maps, photos)
- Tenders (Dynamic listing, archival, and filtering)
- Investors' Corner (Reports, financials, disclosures)
- CSR Initiatives

- News & Media (Photo/video galleries, press releases)
- Career (Job postings, online applications)
- RTI & Compliance
- Circulars / Orders / Announcements
- Contact Directory
- Feedback and Grievance Redressal

Note: The above sections are tentative in nature, content for each website will be finalized during the system study phase.

**B. Branding and Visual Identity**

- Consistent use of GMDC's colors, logos, and typography.
- Visual identity to reflect the state's mineral richness and technological advancement.

**C. User Experience (UX) & Navigation**

- Three-click rule implementation for any information access.
- Mega-menu and breadcrumb navigation.
- Mobile-first and fully responsive design

**D. Fast Loading Pages:**

- Optimization of web pages for a faster browsing experience.

**E. Responsive Design:**

- The site must be mobile optimized through responsive design methods. Therefore, it should detect that a mobile device is being used and present the user with the mobile version first. The user should be able to switch to the desktop version.

**F. Simple & Clear Navigation:**

- The site should be easy to navigate. information should be grouped and presented in a logical manner and require no more than three levels of "drill down" for the user to find the desired information thus creating a clean, clear, easy and satisfying user experience. This should include drop-down menus, so that the visitor can easily find what they are looking for with a few clicks of the mouse.

**G. Search Tools:**

- Provide search capabilities using key words or phrasing that will provide access to content from throughout the site.

**H. External Links:**

- Links should be placed within the website to allow individuals to learn about associated departments or initiatives.

**I. Downloadable Resources:**

- Provides a resource section with links to downloadable documents and templates appropriate to the audience.

**J. News / Update feed:**

- Constant and dynamic update feed on site home page. Displays announcements and notifications for new content additions on front page of site.

**K. Users-Only Content:**

- Certain content will be available only to authenticated/authorized users. Account creation is limited to site administrators. User password recovery and profile management functionality is required.

**L. Enquiry Form:**

- The Enquiry Form should allow users to submit their name, contact details, message, and optional attachments with proper validation, sending notifications to the admin and storing entries securely for follow-up.

**M. Compatibility for Differently Abled Persons:**

- The Agency is expected to design the websites to make it more user friendly and responsive which complies with GIGW (Guidelines for Indian Government Websites), W3C (World Wide Web Consortium) and WCAG (Web Content Accessibility Guidelines) guidelines and standards.

**N. Social Media Integration**

- The website should support Manual publishing to social media platforms like Facebook, Twitter (X), Instagram, etc., for all content types including news, blogs, events, and media.
- Include built-in options to Like, Share, and Print content across all sections. The Website shall also provide an Email sharing feature, which shall enable users to share webpage information, including title, brief description, and URL, through their email client

**O. Search & Collaboration Features**

- The Websites should provide a full-text search that scans all links, sub-links, and nested content, displaying relevant results with clickable links.
- Include user collaboration features such as registration with SMS/email verification, feed subscription, comment posting, bookmarking, post rating, and polls.
- Implement moderation and admin controls to review and approve user-generated content before it is made public.

**P. Feedback Management System**

- Implement a dedicated feedback module for collecting user input related to specific events or programs.
- Allow users to provide feedback through comments, ratings, or predefined options.
- Ensure feedback submissions are moderated and trackable through the admin panel for analysis and response.

**Q. Role Based CMS:**

The following features and functionalities need to be implemented: -

- Two or more stage workflows for content uploading (creator > publisher or creator approver > publisher)
- Role based access for content uploading (different creators have access to different sections of the website)
- Automatic archival of content (for time sensitive content like tender notices, recruitment notices announcements, events etc.)
- Revision history
- Content Management

- Dashboard for Administrator (as required)
- Visitor statistics
- Feedback Management

**R. Document Viewer:**

- Out of the box content components like document viewer /catalog to be available that helps in previewing content without downloading content

**S. Audit Log Management, Security Monitoring & Incident Response**

**(1) Comprehensive Audit Trails**

- (i) The application shall maintain detailed audit logs and transaction logs, capturing at minimum:
  - a. What action was performed (e.g., content update, configuration change, data deletion)
  - b. When the action occurred (timestamp with time zone)
  - c. Who performed the action (authenticated user ID, IP address, and session details)
- (ii) Audit logs shall be tamper-proof and stored in a secure, write-once location to preserve integrity.

**(2) Secure Log Monitoring & Anomaly Detection**

- (i) The system shall include secure log monitoring mechanisms capable of detecting unauthorized access attempts, suspicious activities, or unusual behaviors patterns.
- (ii) Logs must be safeguarded against alteration and accessible only to authorized personnel with role-based access controls.

**(3) Real-Time Alerts & Notifications**

- (i) The system must support real-time alerts via email, SMS, or dashboard notifications to designated administrators upon detection of:
  - a. Critical changes to website configuration or content
  - b. Unauthorized login attempts or access from suspicious IP ranges
  - c. Multiple failed logins attempt in a short duration
  - d. Any anomaly as per GMDC's security policy
  - e. Alerts shall be recorded in the audit trail and retained by the organization's retention policy.

**(4) Continuous Security Monitoring & Incident Response**

- (i) The Agency shall be responsible for continuous, 24x7 security monitoring of websites to detect, prevent, and respond to security incidents, including hacking attempts, defacement, malware injection, or data breaches.
- (ii) In case of a confirmed hacking or compromise:
  - a. The Agency must immediately take corrective action to isolate, mitigate, and remediate the issue.

- b. Conduct root cause analysis and submit a detailed incident report to GMDC, including preventive measures to avoid recurrence.
- c. Restore affected services/content with minimal downtime, as per SLA.

#### **(5) Retention & Compliance**

- (i) All audit and transaction logs shall be retained for a minimum of **6 months**, in compliance with applicable security and regulatory standards.
- (ii) The system allow export of logs in industry-standard formats for compliance audits, forensic investigations, and legal proceedings.

#### **T. SEO Implementations (Organic)**

- Improve websites loading using various load optimization techniques such as compress files, reduce image sizes, and removal of unnecessary features that slow down, ensuring faster performance across both traditional search engines and AI-driven platforms like ChatGPT/Google Gemini/Copilot etc.
- avoid unnecessary features that slow down how quickly your site opens.
- Ensure the site adjusts nicely on all screen sizes, especially phones and tablets, for a smooth responsive user experience.
- Add images that load quickly, properly optimize them for search engines, and include text descriptions so they show up in image searches too.
- Set up important indexing abilities using sitemap and robots file, that guide search engines to index important pages improving overall visibility on search engines.
- Organize pages using a proper website architecture in a clear way and easy-to-follow menus so users and search engines can navigate easily.
- Include special tags called structured schema data that highlight things like organization details, articles, and contact information in search listings.

#### **U. Paid Search Campaign**

- The Agency shall manage and execute paid search and display advertising campaigns on platforms such as Google Search and the Google Display Network, as and when required by the client.
- The charges for Paid Digital Marketing Campaigns (including but not limited to Google Ads) shall be based on actual ad spend plus the agency's service/management fee, as quoted in price bid.

GMDC reserves the right to modify, pause, or increase/decrease the campaign budget at any time, in line with marketing objectives. Payments shall be made on an actual expenditure basis, supported by valid platform billing statements/invoices.

## **2. Technical Requirements**

- (a) Compatibility:** Site must be compatible with Google Chrome, Microsoft® Internet Explorer 8.0 or higher, Microsoft Edge, Mozilla Firefox, and Safari 5.0 or higher.
- (b) Mobile Access:** Site must be compatible with Google Chrome, Microsoft® Internet Explorer 8.0 or higher, Microsoft Edge, Mozilla Firefox, and Safari 5.0 or higher.

- (c) **Performance:** Site must be compatible with Google Chrome, Microsoft® Internet Explorer 8.0 or higher, Microsoft Edge, Mozilla Firefox, and Safari 5.0 or higher.
- (d) **Web Metrics:** Must be able to have a wide range of web analytics functionality that can track and analyze how people use the website and produce meaningful reports.
- (e) **HTML Compliance:** Full compliance with HTML 5.0 or higher
- (f) **GIGW 3.0 Compliance:** Site must adhere to Guidelines for Indian Government Websites (GIGW) 3.0, ensuring standards for accessibility, usability, security, multilingual support, and content quality as prescribed for government digital platforms.
- (g) **Levels of Access:** Role-based member permission must be used to determine user access to various pages and content types.
- **Role Based User Access/Users-Only Content:** Certain content will be available ONLY to authenticated users. Account creation is limited to site administrators. User password recovery and profile management functionality is required.

### 3. Roles and Responsibilities

The roles and responsibilities of GMDC and service provider are specified in table below.

Sr. No.	List of Activities / Components	Responsibility	
		GMDC	Agency
<b>A</b>	<b>Design and Development</b>		
1.	Design of website	✓	
2.	Overall project governance and approvals	✓	
3.	Project management (planning, milestones, reporting, risk & quality management)		✓
4.	Requirement gathering & preparation of SRS		✓
5.	Approval of requirements & functional specifications	✓	
6.	Application architecture & solution design (SDD, DB schema)		✓
7.	Development of websites as per GMDC-approved design		✓
8.	Customization of UI for performance, security, and usability		✓
9.	Integration with existing and/or future IT systems of GMDC		✓
10.	Coordination with multiple existing system vendors for integration		✓
11.	System migration (applications, data, content, integrations)		✓

Sr. No.	List of Activities / Components	Responsibility	
		GMDC	Agency
12.	Change request identification and implementation	✓	
13.	Issue resolution related to applications/platform		✓
14.	Preparation of technical and functional documentation		✓
15.	Procurement and cost of all software licenses/tools required for application design, development, testing, and deployment (excluding cloud infrastructure)		✓
<b>B</b>	<b>Testing, Security &amp; Compliance</b>		
16.	Unit, integration & system testing		✓
17.	User Acceptance Testing (UAT)	✓	
18.	Security audit through CERT-IN empaneled auditor		✓
19.	Application vulnerability remediation		✓
20.	STQC certification / GIGW compliance (as applicable)		✓
21.	Application security (SSL, encryption, patches, WAF, IPS)		✓
22.	Data security, access control & compliance with policies	✓	
<b>C</b>	<b>Infrastructure</b>		
23.	Cloud infra and Compute infrastructure requirements		✓
24.	Provision of cloud service platform (AWS / Google Cloud / MeitY-empaneled CSP)	✓	
25.	Hosting of Websites on CSP		✓
26.	Disaster Recovery setup and DC-DR drills		✓
27.	Administration, Configuration and O&M of Cloud Infrastructure		✓
28.	Approval of major system updates/upgrades	✓	
<b>D</b>	<b>Deployment, Training &amp; Handover</b>		
29.	Deployment of production environment & go-live		✓
30.	Knowledge transfer and source code handover		✓
31.	Developer training and system documentation		✓
32.	End-user training (classroom / remote / role-based)		✓

Sr. No.	List of Activities / Components	Responsibility	
		GMDC	Agency
33.	Acceptance and sign-off of deliverables	✓	
<b>E</b>	<b>Operations, Support &amp; Maintenance</b>		
34.	Post go-live operations and monitoring		✓
35.	Website maintenance (bug fixes, updates, version control)		✓
36.	Warranty support (6 Months)		✓
37.	Technical helpdesk / user support		✓
38.	On-site / off-site support manpower (if required)		✓
39.	Website/application content upload & management		✓

Note: "✓" in the above table represents the respective activity to be done by respective stakeholder i.e.: Authority / service provider.

### SECTION III: LIST OF DELIVERABLES AND ITS TENTATIVE TIMELINES

As part of the project scope, the Agency shall follow the below timelines as per the defined scope of work activities. The Agency shall be responsible for the successful design, development and Comprehensive Annual Maintenance of the Websites within the timelines as mentioned below, months from the signing of the agreement with the successful service provider

Post successful Go-Live, the Agency shall need to maintain and support Website for a period of **36 months** as per the below timelines.

Sl. No.	Phase	Deliverables	Timeline (in weeks)
1.	Project Inception	Inception Report Submission	T+4 Weeks
		Solution Design Document	T+6 Weeks
2.	Milestone 1 to Milestone 6	SRS Submission	As per below table  (T+ 8 weeks)
		Development website	
		UAT	
		CERT-In Audit	
		Training	
3.	<p>The successful bidder shall provide a comprehensive warranty for a period of <b>six (6) months</b> from the Project Go-Live Date.</p> <ul style="list-style-type: none"> <li>- For the purpose of warranty and support period computation, the <b>Project Go-Live Date</b> shall be deemed to be the date on which the last website covered under the scope of work is successfully deployed, commissioned, and made operational. The Go-Live dates of individual websites deployed earlier shall not be considered as the Project Go-Live Date.</li> <li>- During the warranty period, the successful bidder shall rectify defects, resolve issues, and implement necessary modifications as directed by GMDC, without any additional cost.</li> </ul>		T+32 weeks
	4.	Annual Maintenance	Application Support
System Support			
Database support			

\*T is Agreement signing date or any such date as GMDC may permit

Sr.	URL of Websites	Timeline
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No.		
(i)	<a href="https://www.gmdcltd.com/">https://www.gmdcltd.com/</a>	08 Weeks
(ii)	<a href="https://icem.in/">https://icem.in/</a>	08 Weeks
(iii)	<a href="https://gsrc.res.in/">https://gsrc.res.in/</a>	08 Weeks
(iv)	<a href="https://gmdcgvvt.org/">https://gmdcgvvt.org/</a>	08 Weeks
(v)	<a href="https://gmricts.com/">https://gmricts.com/</a>	08 Weeks
(vi)	<a href="https://krantiteerth.com/">https://krantiteerth.com/</a>	08 Weeks

## SECTION IV: SERVICE LEVEL AGREEMENTS

The Authority shall monitor the Agency's performance through comprehensive Service Levels described in this section.

The Agency shall have to abide by the Service Levels as specified below. In case of a breach of Service Levels, the corresponding damages as defined below shall apply (the "Service Levels").

**The total Damages/ Penalties under this RFP shall be capped at 10% of the Contract Value.**

The Service Levels are categorized into two parts

- A. On the basis of Criticality of issues**
- B. On the basis of delay or non-compliance in Security Audit (CERT-In & VAPT)**

### **A. On the basis of Criticality of issues**

#### **"Criticality" Definitions:**

- (i) High Criticality: Entire Website is not available for normal usage, or multiple modules/functions are not available for normal usage, or any modules/functionality that's deemed as highly critical. This shall explicitly include any security breach, cyber-attack, hacking incident, malware/ransomware infection, unauthorized access, data leakage, or compromise of system or data security.  
*Note: Any security breach or data compromise incident shall be treated as a High Criticality issue, irrespective of system availability.*
- (ii) Medium Criticality: One module/functionality is not available, impacting critical business functions having major impact on daily operations.
- (iii) Low Criticality: Loss of business functionality impacting day-to-day operations or minor functionality down

Each of above service levels is further specified below:

The Service levels specified in this section shall have to be adhered to by the service provider during the Contract period.

Sr. No.	Parameter	Description	Targets Resolution Time	Penalty
A.	High Criticality	For each incident, the Resolution time in hours from the time the compliant / query is allocated for resolution by the helpdesk	<= 4 Hours	No penalty
			More than 4 Hours	(i) Rs. 5000 for delay for every 2 hours (or part thereof) (ii) In case of outage because of security breach or if any security breach is observed in such case the penalty equivalent to Rs. 1 Lakh to be charged per incident in addition to point (i).
B.	Medium Criticality		<= 8 Hours	No penalty
			More than 8 Hours	Rs. 500 for delay for every 4 hours (or part thereof)
C.	Low Criticality		<=2 Days	No penalty
			More than 2 Days	Rs. 100 for delay for every 8 hours (or part thereof)

D.	Reopened Incidents	Call-ticket which has been closed/resolved by Helpdesk should not be reopened by application end users within 2 days' time due to same kind of repeated issues. Any breach shall attract damage/penalty.	0 Days	No penalty
			>= 1	Rs. 5000 for each reopened call-ticket.

### B. On the basis of delay or non-compliance in Security Audit (CERT-In)

#### Security Audit SLA Definitions

- CERT-In audits shall be conducted:
  - One (1) prior to Go-Live
  - One (1) every six (6) months or after any major change, whichever is earlier
- Audits shall be conducted through **CERT-In empaneled agencies only**

The Service levels specified in this section shall have to be adhered to by the Agency during the Contract period.

Sr. No.	Parameter	Targets/Requirement	Penalty/Penalty impact
1.	Pre-Go-Live CERT-In	Mandatory before Go-Live	Go-Live shall not be permitted and corresponding milestone payment shall be withheld until compliance
2.	Periodic CERT-In	Once every six (6) months or after any major system change, whichever is earlier	Rs. 10,000 per week of delay; Quarterly AMC payment may be withheld till submission

*Note: The bidder will be responsible for arranging and bearing the cost of these security audits during the AMC period.*

## SECTION V: INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION

#### 1.1. Bidding Process

- a. GMDC has adopted a two-stage online bidding system separately for Technical Bid and Financial Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in **Request for Proposal (RFP) for Appointment of Agency for Design Development & Maintenance of various Websites of GMDC** (the “**Bidding Process**”). Eligibility Bid and Technical Bid shall be submitted physically whereas Financial Bid shall be submitted online through <https://tender.nprocure.com>. The Bidders are required to place pen drive comprising of soft copy of Eligibility and Technical proposal/Bid as part of Technical Bid submission along with Physical copy. The Bids for which the Financial Bid is submitted in hard copy / physical form/ pen drive shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer their Bid which conforms to 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 6.2 of SECTION V. Based on Technical evaluation, the Financial Bids of only Bidder’s meeting Responsiveness Test, Pre-Qualification Criteria and Technical Criteria as specified in clause 6.2(a), 5.1 and 5.2 respectively shall be opened.
- d. In the second stage, a Financial Bid/Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3. The Bids will finally be ranked from the highest to lowest according to Composite Score derived from Quality cum Cost based method (the “QCBS”) specified in Clause 6.4 of RFP SECTION V. The Bidder obtaining highest composite score shall be considered as Preferred Bidder (the “**Preferred Bidder**”).
- e. The bidders are required to quote Services Fees as defined in the financial bid format as provided in Annexure 9 of this RFP for executing TOR as specified in SECTION VIII.

#### 1.2. Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this RFP Document. The bid should be precise, complete and in the prescribed format as per the requirement of the RFP Document. Failure to furnish all information required by the RFP Document or submission of a bid not responsive to the RFP Document in every respect will be at the Bidder’s risk and may result in rejection of the bid. GMDC LTD. shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

#### 1.3. Acknowledgement by Bidder

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

- 1) Made a complete and careful examination of the RFP.

- 2) Received all relevant information requested from GMDC.
- 3) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GMDC relating to any of the matters referred to in Clause 1.2 above; and
- 4) Acknowledged that it does not have a Conflict of Interest
- 5) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

#### 1.4. Cost of Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid and GMDC will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

#### 1.5. RFP Processing 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 favor of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section **or** (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on npcocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favor of GMDC Limited through electronic mode is specified below:

ICICI Bank, Ahmedabad Branch

Account Number: 002405019379 IFSC: ICIC0000024

*Relaxation in terms of submission of RFP Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2016 on the date of submission of RFP*

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents as per the format provided in Annexure 5.
- c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall be considered non-responsive and shall be summarily rejected. Money Deposit Earnest Money Deposit

#### 1.6. Schedule of Bidding

*Request for Proposal (RFP) for Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

Event Description	Date, Time and Address
<b>Brief Description of work</b>	Design Development & Maintenance of Various Websites under GMDC
<b>Period of Contract</b>	36 Months after completion of Warranty period for Individual websites; It may be extended on mutually agreed terms
<b>Availability of RFP</b>	RFP shall be available from <b>05/06/2026</b> on website <a href="http://www.gmdcltd.com">http://www.gmdcltd.com</a> & <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>
<b>EMD (Earnest Money Deposit)</b>	<p>Rs. 5,00,000/- (Five lakhs) in any one of following form</p> <ul style="list-style-type: none"> <li>• DD in favor of GMDC Ltd. Payable at Ahmedabad.</li> <li>• RTGS/NEFT in the following bank account: Account Name: - Gujarat Mineral Development Corporation Limited ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379 IFSC: ICIC0000024</li> </ul> <p><i>*Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2016 on the date of submission of RFP</i></p>
<b>RFP Processing Fee</b>	<p>Rs. 15,000/- (Fifteen thousand) plus GST@ 18% aggregating to Rs. 17,700/- payable by RTGS/NEFT in the following bank account:</p> <p>Account Name: - Gujarat Mineral Development Corporation Limited ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379 IFSC: ICIC0000024</p> <p><i>*Relaxation in terms of submission of RFP Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2016 on the date of submission of RFP.</i></p>

*Request for Proposal (RFP) for Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

Event Description	Date, Time and Address																														
Last date for receiving Pre-Bid queries/clarifications	<p>Bidders may send their queries by <b>12-06-2026</b> up to 16:00 hrs. to following contacts or reach out for any assistance.</p> <p><b>Mr. R K Dash,</b> <b>General Manager (IT)</b> Email: <a href="mailto:gm.it.co@gmdcltd.com">gm.it.co@gmdcltd.com</a> Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>The queries to be submitted in following format in excel document:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="background-color: #d9e1f2;">Bidders Request for Clarification</th> </tr> <tr> <th style="width: 15%;">Name and Address of the Organization submitting request</th> <th style="width: 15%;">Name and Position of the Person submitting request</th> <th colspan="3" style="width: 70%;">Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td colspan="3">Tel: Mobile: Email:</td> </tr> <tr> <th style="width: 10%;">Sr. No.</th> <th style="width: 15%;">RFP Document Reference (Section and Page no.)</th> <th style="width: 15%;">Content of RFP requiring clarification</th> <th style="width: 15%;">Clarification sought</th> <th style="width: 15%;">Rationale for Change request</th> </tr> <tr> <td style="text-align: center;">1.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Bidders Request for Clarification					Name and Address of the Organization submitting request	Name and Position of the Person submitting request	Contact details of the Organization / Authorized Representative					Tel: Mobile: Email:			Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought	Rationale for Change request	1.					2.				
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1.																															
2.																															
<b>Pre-Bid Meeting</b>	<p>Pre-Bid Meeting will be held on <b>16-06-2026 at 12.00 Hours</b>. Venue of pre-bid meeting will be Corporate Office, GMDC, Ahmedabad (Gujarat).</p> <p><b>Online Meeting link:</b> <a href="https://teams.microsoft.com/meet/47720068025106?p=SJfCxYvkUHLc4UTfiR">https://teams.microsoft.com/meet/47720068025106?p=SJfCxYvkUHLc4UTfiR</a> <b>Microsoft Teams meeting</b> <b>Meeting ID: 477 200 680 251 06</b> <b>Passcode: hc22fr28</b></p>																														

*Request for Proposal (RFP) for Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

Event Description	Date, Time and Address
Online Submission of Price Bid	<p>The Price Bid is to be submitted online <b>only</b> at designated place on <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> <b>10/07/2026</b> 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 <b>physical offline mode after the submission of the Price Bid</b> at the designated address by the deadline mentioned.</p>
Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	<p>The Technical Bid is to be submitted offline, strictly before the due date for online submission of price bid but on or before <b>10/07/2026 up to 17:00 Hrs.</b> at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, <b>by Speed Post/RPAD/Hand delivery/Courier</b> in sealed cover duly super scribed as mentioned in the RFP.</p>
Opening of Technical Bid	On <b>13/07/2026 AT 10:00 Hrs.</b> at GMDC office
Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
Signing of Agreement	Within 30 days from the date of issuance of LOA.

*Request for Proposal (RFP) for Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

<b>Event Description</b>	<b>Date, Time and Address</b>
<p><b>General and Important Terms and Conditions</b></p>	<p>GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.</p> <p>The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFP on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum.</p> <p>GMDC reserves the rights to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.</p>

GMDC shall endeavor to adhere to the bidding schedule as specified above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

## **2. GENERAL**

### **2.1 Bid Validity**

- a. Bids shall remain valid for a period of not less than 180 days (One Hundred and Eighty days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less than the Bid Validity Period.
- b. In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP SECTION V in all respects.

### **2.2 Numbers of Bids by Bidder**

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

### **2.3 Governing Law and Jurisdiction**

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

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

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

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

## **2.5 Earnest Money Deposit (EMD)/Bid Security**

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount INR 5 lakh (INR Five Lakh) shall be provided in favor of "Gujarat Mineral Development Corporation Ltd", in any one of the following forms/formats. The List of Approved Banks is provided in Annexure 13.
  - i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
  - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank (except Cooperative Banks) to Authority as per the Annexure 8 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 2 of RFP SECTION V. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS<sup>1</sup> under our IFS Code: ICIC0000024 and UIC GMDC530265584 for 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.

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

- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 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 corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION V;
  - 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.
- g) The Bidder having valid MSME registration as on Bid submission date is exempted from submission of Bid Security.

### **3. DOCUMENTS AND PRE-BID CONFERENCE**

#### **3.1 Content of RFP**

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

### **3.2 Notice Inviting Tender**

SECTION I: Background

SECTION II: Scope of Work

SECTION III: List of Deliverables and Project Timelines

SECTION IV: Service Level Agreements

SECTION V: Instructions to Bidders (ITB)

SECTION VI: Service fee & Payment Terms

SECTION VII: Contract Terms & Conditions

SECTION VIII: Annexure

### **3.3 Clarification to RFP Documents**

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6 of Section V. They should send in their queries on or before the date mentioned in clause 1.6 in order to enable Authority to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://tender.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall 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.

### **3.4 Pre-Bid Meeting**

- a) A pre-bid meeting would be held on time and an address specified in clause 1.6 of Section V. Bidders shall bear their own cost of attending any pre-bid meeting.
- b) During the course of pre-bid meetings, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c) Clarifications/responses would be shared by uploading such responses online only at website of Authority (i.e. <http://www.gmdcltd.com> and <https://tender.nprocure.com>) if required in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding

on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

### **3.5 Amendment of Bidding Documents**

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

## **4. PREPARATION AND SUBMISSION OF BIDS**

### **4.1 Language of Bid**

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

### **4.2 Bid Currency**

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

### **4.3 Format and Signing of Bid**

- a) The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
  - (1) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm.
- 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 favor of the person vesting power to the person signing the Bid.

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

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

***“Request for Proposal (RFP) for Appointment of Agency for Design, Development and Comprehensive Annual Maintenance of various Website of GMDC – EMD and RFP Fees.”***

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

Sr. No	Annexure No.	Particulars
1.	1	Letter of Bid Submissions signed by authorized signatory of Bidder
2.	2	Bidder’s Organization details: Certificate of registration, GSTIN certificate, PAN details <b>OR</b> Partnership deed, GSTIN registration, PAN details <b>OR</b> Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable
3.	3	Statutory Auditor/Registered Chartered accountants statement specifying audited Turnover and Net worth for last three Years as per clause 5.1 of Section V Audited Financial statements for last three years as per clause 5.1 of Section V
4.	4	No Blacklisting certificate on Stamp Paper
5.	5	Earnest Money Deposit and RFP Processing Fees
6.	6	Undertaking on Non-Subcontracting / No JV / No Consortium
7.	9	Work Experience details
8.	10	Financial Bid Format
9.	11	Description of Approach, Methodology and Work Plan for Performing the Assignment/SOW
10.	12	Undertaking information and document provided are true.
11.		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
12.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
13.		A pen drive comprising of soft copy of Technical Bid also to be submitted as part of Technical Bid

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

scribed:

**“Request for Proposal (RFP) for Agency for Design, Development and Comprehensive Annual Maintenance of various Website of GMDC. – Technical Bid”**

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

**“Request for Proposal (RFP) for Design, Development and Comprehensive Annual Maintenance of various Website of GMDC. – Bid submission”**

Addressed to:

Mr. R K Dash, General Manager IT,  
Gujarat Mineral Development Corp.

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

- c) **Financial Bid (Online) to** be filled up at designated places **only on** <https://tender.nprocure.com> as per the format provided in the Annexure 10.
- d) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 4.5 of Section V.

#### **4.5 Bid Due Date**

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

#### **4.6 Late Submission**

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

**(n)Code Solutions (A Division of GNFC Ltd.)**

**403, GNFC Info tower, Bodakdev,**

Ahmedabad - 380054. India

Sales: 079- 4000 7323

Support: 079- 4000 7300

Email: [nprocure@ncode.in](mailto:nprocure@ncode.in)

#### **4.7 Modification and Withdrawal of Bids**

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

### **5. BID EVALUATION CRITERIA**

All bids must be considered responsive as described in **clause 6.2** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Pre-Qualification Criteria and obtain minimum **70 marks** in the technical scores specified hereunder and will progress to the next stage of Price Bid opening. The Pre-Qualification Criteria and Technical Score are described below.

#### **5.1 Pre-Qualification Criteria**

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

<b>Sl. No.</b>	<b>Pre- Qualification Criteria</b>	<b>Documentary Requirements</b>
1)	The bidder should be a company registered under the Indian Companies Act 1956 / 2013.	Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable

*Request for Proposal (RFP) for Appointment of Agency for  
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Sl. No.	Pre- Qualification Criteria	Documentary Requirements
2)	<p>The Bidder(s) must have relevant experience in development of Similar Project (Software/ website), including its maintenance for at least 12 months, for Central or State Govt., Union Territory, PSU, CPSU, SPSU, Central universities, national institutes, autonomous body, Private Organizations, in India or Globally, during the last 5 (Five) Financial Years as below.</p> <ul style="list-style-type: none"> <li>- Three Similar Projects (Software/ website development), developed on .net Core frameworks, of value not less than Rs 30,00,000/- (Thirty lacs) for each of the projects.</li> <li>- These projects must have been successfully commissioned and have completed 12 months of maintenance service</li> </ul>	Copy of Work Orders / Contracts/relevant evidence of work from client and Completion Certificate from the client
3)	Bidder must have a Minimum Average Turnover of Rs. 10, 00, 00,000/- (Rupees Ten Crore Only) for financial year of 2022-23, 2023-24 and 2024-25.	A certificate from Statutory Auditor/Registering Chartered Accountant regarding Turnover shall be submitted along with the Audited Financial Statement for the last three financial years.
4)	Bidder must have a positive Net Worth for each of the last three financial years of 2022-23, 2023-24 and 2024-25.	A certificate from Statutory Auditor/Registering Chartered Accountant regarding financial capacity/Net worth
5)	<p>Quality Certificate</p> <p>The Bidder must have obtained valid CMMI Dev level 3 or above Certificate from CMMi Institute as on bid Submission date</p>	Scanned copy of certificate

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<b>Sl. No.</b>	<b>Pre- Qualification Criteria</b>	<b>Documentary Requirements</b>
6)	<p><b>Non- Blacklisting</b> The Bidder or its directors have not been blacklisted by any Government Organization, nor should any litigation be pending against any of them. The Bidder will submit a declaration to this effect as per the format provided in this RFP Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation, and the EMD/SD will be forfeited</p>	<p>Self-Certification on company's letterhead from the authorized signatory of the service provider as per the RFP Annexure 4.</p>
7)	<p><b>Resources:</b> The Bidder must be equipped with requisite manpower for a similar scope of work, with not less than 50 employees on its payroll.</p>	<p>An undertaking (Self-declaration) on company letterhead that the bidder has resources having domain knowledge in Web Development, Redesign and Maintenance of web-applications duly signed by the Bidder/ authorized representative.</p>
8)	<p>Sub-contracting or subletting job in the name of the bidder will not be permitted. The agency which has the work order shall only be considered for this purpose and would execute the contract directly. Also, bids submitted by separately incorporated Vendors by way of formation of a Joint Venture (JV) or Consortium will not be considered.</p>	<p>An undertaking as per annexure 6 of this RFP</p>
9)	<p>Submission of Undertaking by the Bidder on the following as per Annexure – 12.</p>	<p>Annexure 12 of the RFP document</p>

## 5.2 Technical Score Criteria

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

Sr No.	Criterion	Total Marks for the Sub head												
1.	Length of Experience in Development of Software/ Website  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No</th> <th style="text-align: center;"><i>Experience (Incorporation)</i></th> <th style="text-align: center;">Sub-Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(i)</td> <td>Bidder with experience of above 10 years</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">(ii)</td> <td>Bidder with experience of 8 to 10 years</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">(iii)</td> <td>Bidder with experience of 5 to 7 years</td> <td style="text-align: center;">2</td> </tr> </tbody> </table>	Sr. No	<i>Experience (Incorporation)</i>	Sub-Marks	(i)	Bidder with experience of above 10 years	5	(ii)	Bidder with experience of 8 to 10 years	3	(iii)	Bidder with experience of 5 to 7 years	2	5
Sr. No	<i>Experience (Incorporation)</i>	Sub-Marks												
(i)	Bidder with experience of above 10 years	5												
(ii)	Bidder with experience of 8 to 10 years	3												
(iii)	Bidder with experience of 5 to 7 years	2												
2.	The Bidder should have at least 50 full-time on rolls Tech professionals for IT jobs/ services etc. as on date of submission of the bid. (The Technical professional must be part of development teams in INDIA and not as professionals to be outsourced)  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No</th> <th style="text-align: center;">Full-time tech professionals</th> <th style="text-align: center;">Sub-Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(i)</td> <td>&gt;=50 &amp; &lt;70</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">(ii)</td> <td>&gt;=70 &amp; &lt;90</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">(iii)</td> <td>&gt; =90</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>	Sr. No	Full-time tech professionals	Sub-Marks	(i)	>=50 & <70	2	(ii)	>=70 & <90	4	(iii)	> =90	5	5
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(ii)	>=70 & <90	4												
(iii)	> =90	5												
3.	Average Annual Turnover for last three financial years (i.e. 2022-23, 2023-24 & 2024-25) shall be:  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No</th> <th style="text-align: center;">Full-time tech professionals</th> <th style="text-align: center;">Sub-Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(i)</td> <td>&gt;=10 &amp; &lt;15 Crores</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">(ii)</td> <td>&gt;=15 &amp; &lt; 20 Crores</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">(iii)</td> <td>Above 20 Crores</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>	Sr. No	Full-time tech professionals	Sub-Marks	(i)	>=10 & <15 Crores	2	(ii)	>=15 & < 20 Crores	4	(iii)	Above 20 Crores	5	5
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(iii)	Above 20 Crores	5												

*Request for Proposal (RFP) for Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

4.	<p>The bidder must have successfully executed Similar Nature of projects for Central or State Govt./Union Territory/PSU/CPSU/SPSU/Reputed Education Institute /Public listed private companies during the last five (5) years preceding the Bid Due Date, in India or Globally.</p> <p><b>Similar Nature of projects</b> are defined as:</p> <ul style="list-style-type: none"> <li>– Software/ website development Project developed on .net core frameworks.</li> <li>– These projects must have been successfully executed, commissioned and completed 12 months of maintenance service</li> </ul>	30																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sr. No</th> <th style="width: 30%;">Project Value</th> <th style="width: 15%;">Max Project considered</th> <th style="width: 10%;">Marks per project</th> <th style="width: 10%;">Max Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(i)</td> <td>&gt;=Rs 30 lakh to &lt; Rs 40 lakh</td> <td style="text-align: center;">5</td> <td style="text-align: center;">4</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">(ii)</td> <td>&gt;=Rs 40 lakh to &lt; Rs 50 lakh</td> <td style="text-align: center;">4</td> <td style="text-align: center;">6</td> <td style="text-align: center;">24</td> </tr> <tr> <td style="text-align: center;">(iii)</td> <td>&gt;= Rs 50 lakh</td> <td style="text-align: center;">2</td> <td style="text-align: center;">15</td> <td style="text-align: center;">30</td> </tr> </tbody> </table>			Sr. No	Project Value	Max Project considered	Marks per project	Max Marks	(i)	>=Rs 30 lakh to < Rs 40 lakh	5	4	20	(ii)	>=Rs 40 lakh to < Rs 50 lakh	4	6	24	(iii)	>= Rs 50 lakh	2	15	30
Sr. No	Project Value	Max Project considered	Marks per project	Max Marks																		
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*Request for Proposal (RFP) for Appointment of Agency for  
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<b>6.</b>	The Bidder should have valid certifications: of CMMi Level 3 or above , ISO 9001:2012, ISO 27001:2015		5	
	<b>Sr. No</b>	<b>Full-time tech professionals</b>		<b>Sub-Marks</b>
	(i)	Anyone of the above Certificate		1
	(ii)	Any two Certificates		2
	(iii)	All Three Valid Certificate		3
(iv)	ISO 9001:2012, ISO 27001:2015 and CMMI Level 5	5		
<b>6.</b>	<b>Technical Solution Offered:</b> The bidder to submit the complete document with Approach Methodology mechanism on task to be executed (Design, Development and, O&M post Go-Live). Bidder to submit the document and GMDC will invite for the presentation.		40	
	Understanding of scope of work, deliverables, and business context for GMDC			
<b>Total</b>			<b>100</b>	

Bidder must Score minimum 70 marks out of total 100 marks in Technical Marking Section specified above. The bids of bidders obtaining lower than 70 score will be declared disqualified and not be processed further for price bid evaluation stage.

### 5.3 Evaluation of Price Bid and Financial Score

The Price Bid of only Technically qualified (Bidders meeting Pre-Qualification Criteria and obtaining minimum 70 marks in the technical score system as specified in clauses 5.1 and 5.2 respectively) Bidders shall be opened. The bidders are required to fill the price bid as per the Price Bid format provided in Annexure 10 of this document.

The aggregate services fees shall be considered for Price Bid Evaluation and determination of Financial Score as below.

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

Where;

FiL is the L1 (Lowest Bidder)'s Services Fees

FiC is the Services Fees quoted by Bidder

Services Fees refers to the total aggregate services Fees as per the Price Bid Format specified in Annexure-10.

Bidder scoring Lowest services fees shall be given 100 marks

#### **5.4 Composite Score**

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

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

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

- (ii) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of GMDC, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.
- (iii) In the event of any preferred bidders withdrawing or disqualifying for any reason, the respective Rank lists for shall be used to arrive at the next Preferred Bidder.

#### **5.5 Credit from parent firm / Subsidiary / Sister Concern for meeting the Pre-Qualification and Technical Score criteria**

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

*If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm, then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm).*

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

## 6. EVALUATION PROCESS

### 6.1. Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 of Section V 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 name, 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 5.2.

### 6.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 5.2 of Section V** 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 clauses 1.5 and 2.5 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 are determined to be responsive.

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

- 1) GMDC shall examine and evaluate the Pre-qualification of each received Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5 and have submitted all documents as per clause 5.1 of Section V in order to qualify for next stage of assessment.
- 3) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.

***c) Determination of Technical Score***

- 1) GMDC shall examine and assign technical scores to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of Section V of Bid Evaluation Criteria Section.
- 2) Responsive and Pre-Qualified Bidders may be called to make presentation on "Approach and Methodology" by GMDC as part of the technical evaluation process.
- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum score of 70 in Technical Score shall be declared Technically Qualified Bids (the "Qualified Bids"/ "Qualified Bidder").
- 4) The Financial Bids of only Qualified Bids shall be opened. Evaluation of Financial Bids of only Qualified Bids shall be carried out.

**6.3. Opening of Financial Bid**

- (i) The Financial Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://tender.nprocure.com> as per the indicative format specified in Annexure 10 to this RFP.
- (ii) The Price Bids of only the Bidders are determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 5.2 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Financial Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.3.

**6.4. Composite Score**

- (i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in clause 5.4.

- (ii) The Bidder achieving “Highest Composite Score” shall be generally declared as Preferred Bidder (the “Preferred Bidder”) and considered for award after following the due process including negotiation.

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

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

#### **6.6. Verification and Disqualification**

- (i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.
- (ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:
- at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
  - Bidder is blacklisted/barred by any Government Agency.
  - In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8 of section V.
  - In case the Bidder has Conflict of Interest as per clause 9 of Section V.
  - A Bidder tries 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.
  - Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
  - A bidder who submits or participates in more than one Bid under this RFP.

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

- a) invite the remaining Bidders to submit their Bids or

- b) take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.
- c) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Consultant, as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Consultant. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

#### **6.7. Contacts during Bid Evaluation**

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

#### **6.8. Correspondence with Bidder**

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

#### **6.9. Confidentiality**

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

## **7. SELECTION OF SERVICE PROVIDER AND SIGNING OF AGREEMENT**

### **7.1. Notification of Award**

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

### **7.2. Signing of Agreement**

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section VII of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 100 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of Agreement, the Successful Bidder shall be called the "Service Provider".

### **7.3. 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 an unconditional and irrevocable bank guarantee (Annexure 7) for amount of equivalent to **10% (Ten percent) of total Services Fees (without GST) quoted for the Scope of Work** payable to GMDC by the Successful Bidders (the "**Performance Security**") from Approved Bank to Authority. Such performance Security shall be in favor of **Gujarat Mineral Development**

**Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank to Authority.

- (ii) The service provider shall maintain a valid and binding Performance Security for the Contract Period. The Consultant 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. In case Contract Period is extended then the service provider shall have to renew Performance Security for a period of extended Contract Period.
- (iii) If the 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 service provider including but not limited to Damages; and which the service provider has failed to pay in relation thereof; and
  - b) in relation to service provider'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 Consultant shall within 15 (fifteen) days of such encashment either replenish, or provide fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the service provider without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

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

The Consultant shall commence the services from the Contract Agreement date, or such other date as GMDC may permit. If the service provider fails to either sign the Agreement as specified in Clause 7.2 of Section V or commence the assignment as specified herein, GMDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

#### **7.5. Proprietary Data**

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

service provider to GMDC in relation to the service provider Assignment pursuant to TOR shall be the property of GMDC.

#### **7.6. Tax Liability**

- (i) The rates quoted in Price Bid Annexure 10 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable (“Price Quote”) except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

### **8. FRAUD AND CORRUPT PRACTICES**

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

employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or

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

## **9. CONFLICT OF INTEREST**

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

- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder.
- A. Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
- (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
- More than 26% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder or Associates is Company; and/or
  - More than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
- (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds.
- More than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its member or Associates is Company; and/or
  - More than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. A constituent of such Bidders is also a constituent of another Bidders; or.
- C. Such Bidders receive or have received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. Such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. Such Bidders have a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. There is a conflict among this and other consulting/services assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the service provider will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the service provider shall not take up any assignment that by its nature will result in conflict with the present

assignment; or

- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

## **10. MISCELLANEOUS**

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- I. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
  - II. consult with any Bidder in order to receive clarification or further information.
  - III. retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - IV. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) No Partnership: Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever other than as per provisions laid out in this Agreement.
- e) The service provider shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

## SECTION VI: SERVICE FEES AND PAYMENT TERMS

### 1. SERVICE FEES

- a) Authority hereby covenants to pay the Fees to the service provider for Scope of the Work / TOR specified in SECTION – II of the RFP and as per the payment terms at agreed price specified hereunder.
  
- b) Payments for Annual Maintenance (Table B) will be made quarterly after the end of each quarter

The Bidder shall provide the price for each website, including the one-time design and development cost, annual maintenance charges for three years, costs for change requests, and SEO implementation charges (organic and paid campaigns), as detailed in the table below.

#### (i) Table A: Cost for Onetime Design Development of Websites

Sr. No	Particulars	Rate in Rs. excluding GST
1	Onetime Design Development of <a href="https://www.gmdcltd.com/">https://www.gmdcltd.com/</a>	
2	Onetime Design Development of <a href="https://icem.in/">https://icem.in/</a>	
3	Onetime Design Development of <a href="https://gsrc.res.in/">https://gsrc.res.in/</a>	
4	Onetime Design Development of <a href="https://gmdcgv.org/">https://gmdcgv.org/</a>	
5	Onetime Design Development of <a href="https://gmrics.com/">https://gmrics.com/</a>	
6	Onetime Design Development of <a href="https://krantiteerth.com/">https://krantiteerth.com/</a>	
<b>Total Cost</b>		

#### (ii) Table-B: Cost for Annual Maintenance of Websites for 3 Years (will be paid Quarterly)

Sr. No	Particulars	Annual rate exclusive of GST			
		Year 1 (A)	Years 2 [B= (A)+5% of (A)]	Year 3 [C= (B)+5% of (B)]	Total (A+B+C)
1	Annual Maintenance of <a href="https://www.gmdcltd.com/">https://www.gmdcltd.com/</a>				
2	Annual Maintenance of <a href="https://icem.in/">https://icem.in/</a>				
3	Annual Maintenance of <a href="https://gsrc.res.in/">https://gsrc.res.in/</a>				
4	Annual Maintenance of <a href="https://gmdcgv.org/">https://gmdcgv.org/</a>				

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5	Annual Maintenance of <a href="https://gmrics.com/">https://gmrics.com/</a>				
6	Annual Maintenance of <a href="https://krantiteerth.com/">https://krantiteerth.com/</a>				
<b>Total Cost</b>					

**(iii) Table-C: Cost for Change Request**

Sr. No	Particulars	UOM	Quantity	Unit Rate excluding GST	Total Rate in Rs. excluding GST
1	Change Request for future use	Man Day	50		
<b>Total Cost</b>					

**(iv) Table-D: Cost for SEO (Organic & Paid Campaign)**

Sr. No.	Particulars	UOM	Quantity	Unit Rate in Rs. excluding GST (Per Month)	Total Rate in Rs. excluding GST (Per Month)
1	SEO Implementation (Organic) up to 15 Keywords Monthly	Per Keyword	15		
2	Handling charges for Paid Campaign service excluding search engine fees (The charges for the search engine clicks shall be reimbursed on actual)	Month	1		
<b>Total Cost:</b>					

**Grand Total Cost for Design Development & Maintenance of Various Websites for GMDC**

Sr. No.	Scope Items	Rate in INR (Excl. Tax)
(i)	Table A – Onetime Cost of Design Development of each website	A
(ii)	Table B – Cost for Annual Maintenance of each Websites for 3 Years (Table B)	B
(iii)	Table C – Cost for Change Request	C
(iv)	Table D – Cost for SEO (Organic & Paid campaign)	D
<b>Total Cost</b>		<b>A+B+C+D</b>

**Note:**

- I. The Service Fees specified in subclause a) hereinabove represent the net amounts payable exclusive of GST but inclusive of all other applicable taxes, duties, surcharge, and levies for execution of the Scope. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC.
- II. The cost of One Time Development and AMC include the cost of Cloud Infra Administration and O&M
- III. SEO Campaign (Organic)
  - (a) The charges for the Search Engine Optimization (SEO) campaign shall be calculated on a per-keyword, per-month basis.
  - (b) GMDC reserves the right to increase or decrease the number of targeted keywords at its sole discretion, based on business requirements.
  - (c) Payments shall be made on an actual usage basis, corresponding to the number of keywords actively targeted during the billing period.
- IV. Paid Digital Marketing Campaign
  - (a) The charges for Paid Digital Marketing Campaigns (including but not limited to Google Ads, Bing Ads, and Social Media Advertisements) shall be based on actual ad spend plus the agency's service/management fee, as quoted in price bid.
  - (b) GMDC reserves the right to modify, pause, or increase/decrease the campaign budget at any time, in line with marketing objectives.
  - (c) Payments shall be made on an actual expenditure basis, supported by valid platform billing statements/invoices.

**2. PAYMENT TERMS**

- a) The payment shall be made by GMDC as per the payment terms specified hereunder.

Sr. No	Scope items	Milestone for work	Amount	Submission and Approval required for the payment
(i)	One- time Cost of Design Development of each website	After submission of SRS document	40% of the One-time Development Cost	(i) Approved SRS document duly signed by respective website owners (ii) Submission of invoices
		After Go-Live of website	50% of one-time Development cost	(i) Go-Live approval / Production deployment sign-off (ii) Submission of VAPT compliance report/certificate from CERT-In empanelled agency (iii) Submission of invoices
		After completion of warranty / stabilization period (Warranty	10% of one-time Development cost	(i) Warranty completion / stabilization certificate

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		period of 6 months)		(ii) Final acceptance certificate issued by respective website owners (iii) Submission of invoices
(ii)	Annual Maintenance Support	Maintenance Support	Payment for maintenance will be made after expiry of warranty support on quarterly basis, after expiry of each quarter, based on satisfactory certificate issued by competent authority.	(i) Submission of Quarterly invoice (ii) Submission of VAPT compliance report/certificate from CERT-In empanelled agency (to be conducted every 6 months) (iii) Satisfactory performance certificate issued by competent authority (iv) Project acceptance / continuation certificate (as applicable) (v) SLA compliance and support reports
(iii)	Change request	As per the approved man-days rate for approved man-days upon completion of task as specified in Change Control Note	Payment to be disbursed on actual usage of resources and upon completion of change request (if any). If a change request is not requested, then payment shall not be made.	(i) Submission of invoice. (ii) Submission of Completion Certificate for the Change Request requested through Indent.
(iv)	Cost for SEO (Organic & Paid campaign)	SEO Services	Payment shall be made monthly, after completion of each month till the entire contract period	(i) Monthly Invoices (ii) Monthly performance and activity report (keywords, traffic, campaign summary) (iii) Approval of deliverables by respective website owners

**Note:**

- The charges for website development and Annual Maintenance Charge shall be borne by the respective website owners – namely GMDC, iCEM, GSRC, GMRICS, GVT, and SKVM.

- One-time development charges shall be released as per above milestones of the respective website by respective website owners subject to statutory deductions (TDS, etc.).
  - Annual Maintenance Contract (AMC), Change Request charges, SEO shall be paid by each individual website owner, after submission of invoice and required reports.
- b) The Service Provider shall raise the invoice for each of the item as per the payment terms in a table specified in subclause a) hereinabove. GMDC shall make payment within 15 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to SLAs and contract conditions.
- c) Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the service provider.
- d) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- e) Other Payment terms related to Sr no 3 of the table specified in sub clause a) hereinabove**
- (i) Change Management can be initiated by the Service Provider or by Authority/GMDC during the project Contract Period if need so arise.
  - (ii) For every Change Request initiated by the Service Provider or Authority, Change Control Note (as per Annexure 14 of this RFP document) shall be submitted by the Service Provider mentioning the details w.r.t. to brief details of work to be undertaken, no. of resources required, man days required, work completion timelines and Impact details.
  - (iii) Upon receipt of the Change Control Note, GMDC shall have the right to vet the change request details and its quotation from third party at its sole discretion.
  - (iv) If GMDC concludes that the cost of the change request is higher than the prevailing market rates, then In such cases GMDC shall have the right to execute the said Change request from the third party for which the O&M shall be undertaken by the Service Provider until the entire contract period at no additional cost.
  - (v) In case where Change Request is to be executed by Service Provider, then GMDC shall issue the indent mentioning Change Request brief, No. of resources and work completion timelines and man days required to the Service Provider for undertaking the Change Request work and there by undertaking the O&M of the same until the entire contract period.
  - (vi) Upon execution of the work, the Service Provider shall submit the invoice as per the payment terms
- f) Other Payment terms related to Sr no 4 of the table specified in sub clause a) hereinabove**
- (i) SEO Campaign (Organic)
    - (a) The charges for the Search Engine Optimization (SEO) campaign shall be calculated on a per-keyword, per-month basis.

- (b) GMDC reserves the right to increase or decrease the number of targeted keywords at its sole discretion, based on business requirements.
- (c) Payments shall be made on an actual usage basis, corresponding to the number of keywords actively targeted during the billing period.
- (ii) Paid Digital Marketing Campaign
  - (a) The charges for Paid Digital Marketing Campaigns (including but not limited to Google Ads, Bing Ads, and Social Media Advertisements) shall be based on actual ad spend plus the agency's service/management fee, as quoted in price bid.
  - (b) GMDC reserves the right to modify, pause, or increase/decrease the campaign budget at any time, in line with marketing objectives.
  - (c) Payments shall be made on an actual expenditure basis, supported by valid platform billing statements/invoices.
- g) Other payment terms related to Sr. no. 1 and Sr. no. 2 of table specified in sub clause a) hereinabove**
  - (i) Authority shall make payment within 15 days of submission of invoice upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to SLAs and contract conditions.
  - (ii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

## SECTION VII: CONTRACT TERMS AND CONDITIONS

THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

### **BETWEEN**

Gujarat Mineral Development Corporation Ltd, a company incorporated under Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 (hereinafter referred to as the “Authority/GMDC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of ONE PART.

### **AND**

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

GMDC and the service provider are hereinafter individually referred to as “Party” and collectively as “Parties”.

### **WHEREAS**

- A. GMDC vide its Request for Proposal, dated \_\_\_\_ invited Bids from competent parties through transparent and competitive bidding process for **Request for Proposal (RFP) for Selection of Service Provider for providing GMDC’s Visualization & Analytics Platform to GMDC**.as per the terms specified in RFP and this Agreement (hereinafter called the “**Project/ Work/ Assignment**”);
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the service provider dated \_\_\_\_\_ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_ accepting the particular Bid Proposal.
- C. The service provider has accepted the LOA by its letter dated \_\_\_\_\_, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail of services of the Selection of service provider for providing analytics platform services and Operations and Maintenance Services on the terms, conditions and covenants hereinafter set forth in this Agreement.

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

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum, and Addendums thereto.
2. Letter of Acceptance (LOA) no. \_\_\_\_\_ issued on\_\_\_\_\_.
3. Terms of Reference/Scope of Work provided in RFP SECTION II.
4. Payment Terms provided in RFP SECTION VI.
5. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

## **1. GENERAL**

### **1.1. Definition and Interpretation**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

**“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;

**“Arbitration”** means a process of an odd number of persons known as arbitrators, who decide on the solution to a dispute between the signatories to this Agreement.

**“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 as in force today and shall include any and all modifications/ amendments thereto or any re-enactment thereof as in force from time to time.

**“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorizations, consents, and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement.

**"Authority" or “GMDC”** means the Gujarat Mineral Development Corporation Ltd having its office at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 and shall include its authorized successors and assigns at all times [including without limitation its authorized representatives];

**“Contract”** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.

**“Commencement Date”** means the date at which the Service Provider shall commence the services as defined in Clause 2.2 of this document.

**“Contract Period”/“ Agreement Period”** shall have a meaning specified in clause 2.4 of this Agreement.

**“Confidential Information”** shall have a meaning specified in clause 3.3 of this Agreement.

**“Contract Price/ Total Contract Value/ TCV”** shall mean the approved services fees (without GST) for the scope of work as quoted by the Service Provider according to Price Bid Format Annexure 10 of the RFP document. The Contract Price shall thereafter adjusted for additional scope demanded as per provision of Contract.

**“Day”** means calendar day.

**“Dispute”** shall have a meaning specified in clause 14.1 (a) of this Agreement.

**“Defect”** means any part of the Project not completed/functioning as per the Technical and Functional Requirements specified in Section II of the RFP document.

**“Effective Date”** shall have meant specified in clause 2.1 of this Agreement.

**“Force Majeure”** shall have a meaning specified in clause 2.7 of this Agreement.

**“Insurance”** shall have a meaning specified in clause 3.11 of this Agreement.

**“Local Currency”** means Indian Rupees.

**“Liquidated Damages”** shall have a meaning specified in clause 8.3 of this Agreement.

**“Material Adverse Effect”** means any act or event of either Party which causes a material financial burden or loss to the counter party.

**“Material Breach”** means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.

**“Service Provider/ Agency’s Event of Default”** shall have a meaning specified in clause 7.1 of this Agreement.

**“Obligations of the Service Provider”** shall mean Service Provider’s responsibilities specified in this Service Provider Agreement with respect to the Project unless such responsibilities/obligations are waived by the Authority.

**“Obligations of the Authority”** shall mean Authority’s responsibilities specified in this Service Provider Agreement with respect to the Project unless such responsibilities/obligations are waived by the Service Provider.

**“O&M Report”** shall have a meaning specified in Scope of Work of this Agreement.

**“Operations and Maintenance”** shall start on the end of Warranty period and ends on termination of the agreement.

**“Go Live Certificate”** means the certificate issued by the Authority upon successful completion of implementation of the GMDC’s Visualization Platform as per the Technical Specification and Functionalities of the platform as specified in RFP Section II: Scope of Work as determined in User Acceptance Tests.

**“Project Acceptance Certificate”** means the certificate issued by the Authority upon successful completion of Warranty Period of 6 months.

**“Party”** means the “Authority” or “GMDC”.

**“Performance Security”** shall have a meaning specified in clause 8.1 of section V of this RFP document.

**“Personnel/project team”** means professionals and support staff provided by the service provider assigned to perform the Services or any part thereof.

**“Service Provider/Agency”** shall mean the person selected pursuant to this RFP for services associated to GMDC’s Design, Development of various websites of GMDC and undertaking its Comprehensive Annual Maintenance.

**“Services/Scope of Services/ Scope of Work”** means the work to be performed by the service provider pursuant to this Contract, as described in RFP SECTION II;

**“Termination”** shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

**“Termination Date”** shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

**“Termination Notice”** means communication issued in accordance with this Agreement by one Party to the other Party specifying intention of terminating this Agreement.

**“Termination Payment”** means the amount payable by the Authority to the Service Provider upon early Termination.

**“Test”** means the Tests carried out by the Service Provider to determine the conformity of the Project and Operations and Maintenance procedures to the requirements set in this Agreement.

**“Taxes and Duties”** shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance, and management of Project.

**“Third Party”** means any person or entity other than the “Authority”, or the service provider.

**“Vandalism”** shall mean destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub-contractor of the Service Provider.

**“Warranty Period”** shall mean 6 months period from issuance of Go-Live certificate to the service provider.

All other/Remaining Definitions are specified in section II of RFP and elsewhere in the Agreement.

## **1.2. Principles of Interpretation**

- a. The table of contents, numbers, headings, and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations, and any organizations having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply:
  - (i) Between the Articles and the Schedules, the Articles shall prevail:
  - (ii) Between any value written in numerals and that in words, the latter shall prevail.

## **1.3. Relationship between Parties**

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

**1.4. Rights and Obligations**

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

- (i) the service provider shall carry out the Services in accordance with the provisions of the Agreement; and
- (ii) GMDC shall make payments to the service provider in accordance with the provisions of the Agreement.

**1.5. Governing Law and Jurisdiction**

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

**1.6. Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**1.7. Table of Content and Heading**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

**1.8. Notices**

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

If to Authority.

\_\_\_\_\_.

Gujarat Mineral Development Corporation Ltd, Ahmedabad

If to service provider;

\_\_\_\_\_

### **1.9. Location**

The Services shall be performed at GMDC Corporate office Ahmedabad and its associated places.

### **1.10. Authorized Representative**

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Authority” or the service provider may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be: -----
- c) The service provider may designate one of its employees as service provider’s Representative. Unless otherwise notified, the service provider’s representative shall be: -----

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1. Effectiveness of Agreement**

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

### **2.2. Commencement of Services**

The service provider shall commence the Services from the 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3. Termination of Agreement for failure to commence Services.**

If the service provider does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks’ notice to the service provider, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the service provider shall be deemed to have accepted such termination.

### **2.4. Agreement Period / Contract Period**

- a) Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub clause (b) hereunder, the Agreement shall remain in force for a period of **three years and eight months (Six months of Warranty+ three years of Comprehensive Annual Maintenance period and two months of Design and Development of websites) from the Effective Date (the “Contract Period”)**. The Go- Live Certificate shall be issued by Authority upon successful commissioning of the Project as per the terms of this RFP.
- b) The Warranty Period shall be a period of Six Months starting from the date of issuance of “Go Live Certificate “(the “Warranty Period”). The Maintenance Period shall start from the

date of completion of Warranty Period and ends after three years from the Start date (the "Maintenance Period/ Comprehensive Annual Maintenance Period/ CAMC Period").

- c) Upon Termination, GMDC shall make payments of all amounts due to the service provider hereunder for which milestone achieved/services delivered. Subject to satisfactory performance of the Supplier during the Maintenance Period, the Authority may, at its sole discretion, extend the Maintenance Period for additional one year upon mutual consent at terms which may be discussed and fixed thereupon.
- d) In case, the execution of Scope of work i.e. issuance of Go Live certificate delayed due to reasons not attributable to the service provider, then the Contract Period shall be extended suitably until completion of Scope. In case, the execution of Scope of work delayed due to reasons attributable to the service provider then the Contract Period shall be extended suitably at no extra cost to GMDC and subject to recovery of Liquidated damages as per clause 11.

## **2.5. Entire Agreement**

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the service provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.5(a), on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party without Prejudice to the provision stated in para hereinabove, Managing Director, GMDC shall have rights to take suitable decision and action in case of requirement to amend/ alter the Agreement conditions/ quantities of the work/ extension of the Contract Period/ allotment of additional quantities of work/ fees etc., if necessary, after considering the conditions prevailing at that time.

## **2.7. Force Majeure**

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

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

#### **2.7.1. Definition**

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

- a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Project, Facilities and Facilities sites for a period exceeding a continuous period of 15 (Fifteen) days in an accounting year.
- b) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Project Site by the Service Provider or any affiliate of the Service Provider or any Contractor or any such affiliate or any of their respective employees, servants or agents;
- c) strikes, go-slows and/or lockouts or other industrial action or labor disputes which are in each case widespread, nationwide, or political and other than those involving the Service Provider, Contractors or their respective employees/representatives or attributable to any act or omission of any of them.
- d) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India.
- e) Epidemic or plague within India.
- f) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Project Site.
- g) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of Service Provider Agreement or exercise of any of its rights under of Service Provider Agreement by the Authority;

- h) any public agitation which prevents the operation of the Facility for a continuous period exceeding 15 (Fifteen) days in an accounting year.
- i) Change in Law, only when provisions pertaining to the Clause on Change in Law cannot be applied; expropriation or compulsory acquisition by any Government Agency of Project site or rights of Service Provider.
- j) any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider.
- k) any event or circumstances of a nature analogous to any events set forth above within India.
- l) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2. Procedure in case of Force Majeure Event**

- a) If a Party (Affected Party) claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:
  - i. the Force Majeure Event(s) that has occurred.
  - ii. the date of commencement, nature, and estimated duration of such event of Force Majeure Event and
  - iii. the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.
  - iv. the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event
  - v. any other relevant information.
- b) Within a reasonable time following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.
- c) No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given notice specified above.

### **2.7.3. Excuse from performance of obligations by Party affected by Force Majeure.**

- a) If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations, upon delivery of the notice of the occurrence of a Force Majeure Event to the other Party to the extent it is unable to perform on account of such Force Majeure Event provided that:
- b) the Suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

- c) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.
- d) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
  - (i) Where the Affected Party is the Service Provider and the Force Majeure Event has reduced the Service Provider incapable /unable to perform the Scope of work, then in such an event the Payment for Services shall stand suspended until such time as the Service Provider resumes activities in terms of the Service Provider Agreement.
  - (ii) Authority shall not forfeit Service Provider's Performance Security or charge liquidated damages or SLA penalty or terminate the Service Provider Agreement for default, if and to the extent that delay in performance or failure to perform Service Provider's obligations under the Service Provider Agreement is the result of an event of Force Majeure.
  - (iii) The Authority shall extend the Contract Period equivalent to the time Period for which Force Majeure subsists.

#### **2.7.4. No Breach of Agreement**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

#### **2.7.5. Measures to be taken**

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.6. Extension of Time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.7.7. Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the service provider shall be entitled to be reimbursed for payment due up to the Services Delivered as per the payment terms specified in RFP document.

### **2.7.8. Consultation**

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

### **2.7.9. Termination in case of Force Majeure Event**

In case of Termination Due to force majeure, the Service Provider shall hand over all Standard third-party software Licenses, Customized Software developed for the Project except its proprietary Software to Authority.

If Force Majeure event continues for more than 180 (one hundred and eighty) days, then either Party shall have the right to terminate this Agreement by giving a notice of 30 days in respect thereof ("Termination Notice") and the date of which Termination shall become effective will be called the "Termination Date".

### **2.7.10. Termination Payment in case of Force Majeure Event**

In the event of Termination due to force Majeure.

- a) Authority shall return the Performance Security to the Service Provider in full after deduction of any due/ damages payable by the Service Provider under this Agreement.
- b) Authority shall not be liable to pay any termination payment to the Service Provider in respect of such termination, except the payment to be made for the services delivered by the Service Provider and to which the Go Live Certificate has been issued to Service Provider and all O&M services rendered by the Service Provider.
- c) The authority shall make payment pursuant to all services rendered after adjusting against any payment/damages due and as the case may be.
- d) Service Provider shall hand over the Project with the complete websites along with all software components, source code, databases, Content, Configurations, documentation and all third party software/tools/ licenses procured during the term of this Agreement to Authority.
- e) Authority shall have rights to appoint another Service Provider and transfer the entire Project components or part of the Project components to any replacement Service Provider selected by the Authority in its sole discretion

#### **2.7.11. Allocation of Cost in case of Force Majeure Event not leading to Termination**

Upon occurrence of a Force Majeure Event and both the Parties shall be agreed to not to Terminate the Agreement, then both the parties shall bear their respective costs arising out of such event.

#### **2.8. Suspension of Agreement**

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

##### **2.9.1 Termination of Agreement**

Termination of Agreement due to the Force Majeure is specified in clause 2.7.10 . Termination of Agreement due to Service Provider Event of Default and Authority Event of Default are specified in clauses 7.1 and 7.2 of this Agreement.

##### **2.9.2 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.5 hereof; (iii) the service provider's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the service provider's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

##### **2.9.3 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9 hereof, the service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the service provider and materials furnished by GMDC, the service provider shall proceed as provided respectively by Clauses 3.9 or 3.10 or 3.11 hereof.

##### **2.9.4 Payment upon Termination**

Upon termination of this Agreement pursuant to Force Majeure, Service Provider Event of Default or Authority Event of Default, the Authority shall pay Termination payment in accordance with clauses 2.7.10 and 7.3 respectively.

### **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in Force Majeure, service provider Event of default or authority event of default hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 14.2 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATIONS OF THE SERVICE PROVIDER**

### **3.1. General**

#### **3.1.1 Standard of Performance**

The service providers 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 service providers 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 Sub-service providers or Third Parties.

#### **3.1.2 Scope of Work**

The scope of Services to be performed by the service provider is specified in the Scope of Work (the "SOW") RFP SECTION II. The service provider shall provide the Deliverables specified therein in conformity with the time schedule stated therein as per Section III of this RFP document.

#### **3.1.3 Applicable Laws**

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

### **3.2. Conflict of Interest**

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

#### **3.2.1. Service providers not to Benefit from Commission, Discounts etc.**

The remuneration of the service providers pursuant to Payment Terms specified in RFP SECTION VI hereof shall constitute the service provider's sole remuneration in connection with this Contract or the Services and, the service provider's 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 service provider shall use their best efforts to ensure that any Sub-service providers, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.2.2. Service provider's and Affiliates not to engage in Certain Activities**

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

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

### **3.3. Confidentiality**

The service provider's agree that themselves, their Sub-service provider's 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.

### **3.4. Whitelist of IP address**

Deleted

### **3.5. Liability of the service provider**

- a) The service provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- b) The service provider shall, subject to the limitations specified in **Section IV Service Levels (first para)**, be liable to GMDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- c) Notwithstanding anything to the contrary, the aggregate maximum liability of the service provider under this Contract shall not exceed the fees received by the service provider under this Contract (including all types of liabilities).
- d) Neither party shall be responsible for any lost profits. Beyond the limits of liability set in the Agreement, neither party will be liable for any indirect, consequential, incidental, punitive or special damage.

### **3.6. Accounting, Inspection and Auditing**

- (i) The service provider's shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to GMDC as and when requested by GMDC.

- (ii) Any such inspection shall be subject to prior notice and conducted within reasonable office hours and limited to working papers and files relating to the assignment. Nothing herein shall obligate the service provider to disclose to Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with service provider's business, payroll information, or information or material that constitute, in the opinion of service provider's legal counsel, legally privileged documents or information that service provider is bound to maintain as confidential by written obligation to a third party.

### **3.7. Service providers' Actions requiring Authority's prior Approval.**

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

- (i) appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;
- (ii) entering into a subcontract for the performance of the Services as per provision of RFP.
- (iii) any other action that may be specified by GMDC during the course of this Contract.

### **3.8. Reporting Obligations**

The service provider shall submit to GMDC the reports and documents specified in scope of work specified in RFP SECTION II, within the time periods set forth in the said Clause and the anywhere else in the RFP document.

### **3.9. Documents Prepared by the service providers to be the Property of GMDC**

- (i) All designs, documents, reports, frameworks, Websites, databases, content and any other documents prepared by the service providers solely in performing the Services under this Contract shall become and remain the property of GMDC, and the service providers shall, not later than upon termination or expiration of this Contract, deliver all such documents to GMDC, together with a detailed inventory thereof.
- (ii) Any pre-existing Intellectual Property Right (IPR) developed by the service provider independent of the Contract, including know-how, questionnaires, assessments, modules, courses, frameworks, software, algorithms, databases, content, models, industry perspectives, designs, etc. ("service provider Tools"), for which the service provider at the time of signing of this Agreement has a legal right, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification will be and remain owned by the service provider including any and all derivative works, modifications or enhancements of the same made before, during, and after the Contract. To the extent the deliverables under this contract include any service provider Tools, the service provider hereby grants GMDC a non-exclusive, non-transferable, non-sub licensable, worldwide, royalty-free license to use and copy the service provider Tools solely as part of the deliverables. GMDC agrees that, without service provider's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any service provider Tool or Deliverable, or (b) remove

or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any service provider Tool or Deliverable.

### **3.10. Accuracy of Documents**

- (i) The service provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.5, it shall indemnify GMDC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the service provider or arises out of its failure to conform to good industry practice. The service provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.
- (ii) Notwithstanding anything, the service provider will have no obligation to independently verify information provided by GMDC or their service providers.
- (iii) Authority acknowledges and agrees that service provider shall not provide professional legal, accounting, or tax advice.

### **3.11. Insurance to be taken out by the service provider**

#### **3.11.1. Insurance during the Contract Period**

The Service Provider shall, at its cost and expense, purchase and maintain during the Contract Period, such insurances as are necessary including but not limited to the following:

- (i) The Service provider shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or service provider's own standard practices during the Contract Period insurance (the "Insurance"). At the Authority's request, the Service Provider shall provide evidence of insurance covers, or a certificate of all insurances maintained on request of Authority.
- (ii) The Service provider 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-Service Provider/specialist deployed by the Service Provider 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 Service Provider or its sub-contractors / sub Service provider / specialists associated with the Service Provider for the purposes of the Services, nor for any member of any such person.

#### **3.11.2. Evidence of Insurance Cover**

- (a) The Service Provider shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Service Provider Agreement.

- (b) If Service Provider fail to effect and keep in force the insurance for which it is responsible pursuant hereto , Authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Service Provider.

#### **4 OBLIGATIONS OF GMDC**

##### **4.1. Payment**

In consideration of the Services performed by the service provider under this Agreement, GMDC shall make to the service provider such payments and in such manner as is provided in Clause 6 of Section VII of this Agreement.

##### **4.2. Documents and Other Support**

GMDC will provide all necessary information/documents/data as required by the service provider upon signing of Non-Disclosure Agreement (NDA) after issuance of the LOA. GMDC shall also facilitate scheduling meetings with all its departments and site offices team.

##### **4.3. Roles and Responsibilities of GMDC**

The Roles and Responsibilities specified hereunder and elsewhere in the Agreement shall constitute the Roles and Responsibilities /Obligations of GMDC with respect to analytics platform project (the "Authority's Obligations") unless such obligations are waived by Service Provider.

- a) Approve the Project solution design, Slides, reports or any other submittal submitted by the Service Provider, provided Service Provider incorporated suggestions made by the Authority or its representative. Any approvals herein above by the Authority shall not absolve the Service Provider from its obligations and responsibilities under this Agreement.
- b) Work closely with the Service Provider and provide clarifications sought by Service Provider.
- c) Coordinate with Authority appointed agency's or contractors or service providers to make available interfacing protocols, Application Programming Interface (APIs) /key for integration of all third-party systems as per the RFP Section II defined scope of work.
- d) Bear the expense of Videowall, desktops and internet bandwidth at Head Office.
- e) Support for providing the APIs for all the existing systems to be integrated in the platform.
- f) Carry out Testing and acceptance of the system as per the required tests for running smooth visualization and analytics platform as per the RFP Section II scope of work.
- g) Make payments to Service Provider as per Payment terms.
- h) Attempt to grant in a timely manner all such approvals, permissions and authorizations which the Service Provider may require or is obliged to seek from the Authority in connection with Design, development, and Comprehensive Annual Maintenance of Various websites of the GMDC Project under this Agreement.

## **5 PAYMENT TO THE SERVICE PROVIDER**

Authority shall make payment to service provider as per the terms specified in SECTION VI of RFP.

## **6 SECURITY OF INFORMATION GENERATED FROM PROJECT**

The Service Provider shall take all necessary steps to ensure security, safety, confidentiality and integrity of data and keep Authority informed of all such steps taken from time to time.

### **6.1 Reliability of Information**

The Agency undertakes to guarantee the authenticity of information submitted to Authority as a part of MIS Report any other information demanded by Authority during the Contract period.

### **6.2 Integrity of Information**

The system shall have routine checks for the verification of integrity of information. Errors detected will be automatically corrected, in order to prevent propagation of invalid data across the database. If there is interruption in communication, the part of the system affected shall be repaired immediately and record the error.

### **6.3 Security and Encryption of Information Stored and other database**

- a) The Agency shall take all other necessary measures to protect the database generated from the Project.
- b) The Agency shall take all necessary steps to ensure security, safety, confidentiality and integrity of Database and shall not share or transfer any information from Database to any person except with prior written consent of Authority.
- c) The Agency shall ensure that an appropriate firewall is implemented to protect the Project component from external access and outside connections.

### **6.4 Security audit of the Project**

The Agency shall also get approved third-party auditor to carry out security audit (CERT-IN) (1) before go live and (2) on quarterly basis or during the time of major enhancement whichever is earlier during the Contract Period as per the direction of the Authority and as per the provisions of RFP Section II: Scope of Work and furnish report/certificate thereof to Authority as an evidence. Agency shall take prompt measures to rectify any bug/default found during such audit.

## **7 EVENT OF DEFAULT**

### **7.1 Service Providers' Event of Default**

Following events shall constitute an Event of Default by Service provider (the "Service Provider's Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- a) If Agency fails to undertake the services associated with websites design, development and Comprehensive annual maintenance project within the timeline as mentioned in the

RFP, without valid response or any reasons attributed to breach on part of Authority.

- b) If the Agency fails to furnish Performance Security as per the terms of the agreement.
- c) Any representation made given by the Agency under this Agreement is found to be false or misleading
- d) If Agency fails to carry out required security measures of the Websites as per the provisions of contract
- e) In the event of repetitive occurrence of offences with respect to breach of any of the Service Levels and Maintenance Terms and its obligations specified in this Agreement and which has Material Adverse Effect on Authority or Websites.
- f) The Agency is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations and has failed to cure the same within 60 days of notice thereof by the Authority.
- g) In case of pre-decided Liquidated Damages or Damages due to breach in Service Levels, together exceed the 10% Contract Value/ Total Contract Value.
- h) If the Agency fails to submit documentation and user manuals and fails to undertake required training as specified in RFP.
- i) Agency suspends or abandons the Design and/ or development of Websites project without the prior consent of Authority, provided that the Agency shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or (iii) suspension on account of failure of component and systems provided by other suppliers.
- j) Agency repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- k) If Agency fails to protect the security of the websites.
- l) If Agency or any of its staff members are found to be involved in fraudulent and corrupt practices specified in Section V Clause 8 of RFP.
- m) If Agency fails to perform its scope, responsibilities and obligations specified in this Agreement repetitively and such breaches not cured/rectified in Remedial Period granted by the Authority.

## **7.2 Authority Event of Default**

Following events shall constitute an Event of Default by Authority (the "Authority Event of Default") unless such event has occurred as a result of a Force Majeure Event

- a) The authority repeatedly fails to make any payments due to the Agency as per Section VI of the RFP within period specified in this Agreement without any valid reason.

- b) The Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- c) Authority or any Governmental Agency is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the service provider and has failed to cure the same within 60 days of notice thereof by the service provider.
- d) Any representation made or warranties given by the Authority under this Agreement is found to be false or misleading.
- e) If the Authority fails to perform repetitively any other responsibilities and obligation(s) specified in this Agreement.

### **7.3 Termination due to Event of Default**

- (a) Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of Agency Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Agency; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Service Provider to remedy the default (“Remedial Period/Cure Period”) and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Authority within the Remedial Period, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Authority issue Termination Notice providing 30 days’ time stating the intention of the termination (the “Termination Notice”) and then terminate the Contract.
- (b) In the event of termination due to the Service Provider Event of Default, Authority shall have the right to;
  - i. Invoke/encash and retain the Performance Guarantee amount in full.
  - ii. Take over the Project
  - iii. The authority shall have the right to appoint another Agency and transfer the entire Project components or part of the Project components to any replacement service provider selected by the Authority in its sole discretion.
  - iv. The Service Provider shall hand over the Project with all software components, source code, databases, Content, Configurations, documentation and all third-party software/tools/licenses procured during the term of this Agreement except its proprietary Software to Authority. The Authority shall make payments for items implemented and Services rendered till the time of Termination.
  - v. The authority shall not be liable to pay any termination payment to the Agency in respect of such termination.
- (c) Without prejudice to any other right or remedies which the Agency may have under this Contract, upon occurrence of Authority Provider Event of Default, the Agency shall be

entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Authority to remedy the default (“Remedial Period”) and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Agency, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Agency issue Termination Notice providing 30 days’ time stating the intention of the termination (the “Termination Notice”) and then terminate the Contract.

- (d) In the event of termination due to Authority Event of Default,
- i. The authority shall return the Performance Security to the Agency in full after deduction of any due payable by the Agency under this Agreement.
  - ii. The Service Provider shall hand over the Project and shall handover all software components, source code, databases, Content, Configurations, documentation to Authority. The Authority shall make payments for items implemented and Services rendered till the time of Termination.
  - iii. The authority shall make payment pursuant to all services rendered to Agency after adjusting against any payment /damages due.

#### **7.4 Termination for Insolvency, Dissolution etc.**

- (a) Authority may at any time terminate the Agreement by giving written notice to Service Provider without any compensation to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of the Authority.
- (b) Notwithstanding the generality of the foregoing, on occurrence of Termination due to Service Provider’s insolvency, dissolution the Authority shall have rights as specified in above clause 7.3 (b).

## **8 LIQUIDATED DAMAGES**

### **8.1 Performance Security**

- (a) For securing the due and faithful performance of the obligations of the Service Provider under this agreement, during the Agreement Period, the Service Provider, has in terms of the RFP and letter of award furnished to GMDC the required Performance Security dated \_\_\_\_ of amount \_\_\_\_ drawn in favour of “\_\_\_\_\_” from \_\_\_\_ Bank in the form of Bank Guarantee/DD and valid till \_\_\_\_ and admissible and payable at Ahmedabad branch, the receipt & veracity of which, is hereby acknowledged by GMDC (the “Performance Security”).
- (b) The Service Provider shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“Validity Period”). The Service

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

- (c) GMDC shall be entitled to forfeit and appropriate the amount of Performance Security in whole or in part:
- i. In the event GMDC requires to recover any sum due and payable to it by the Service Provider including but not limited to Damages; and which the Service Provider has failed to pay in relation thereof; and
  - ii. In the event of the Service Provider's breach and if such breach is not cured with the remedial period as per the terms of the Agreement.
  - iii. If the Service Provider fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
  - iv. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Service Provider shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a Service Provider's breach and entitle Authority to terminate this Contract in terms hereof.
  - v. On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Service Provider without any interest, provided the Service Provider is not in default of the terms hereof and there are no outstanding dues of GMDC with the Service Provider.

## **8.2 Encashment and appropriation of Performance Security**

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 8.3 and/or section IV.

## **8.3 Liquidated Damages**

- a) The Service Provider agrees that Liquidated Damages specified in sub clause (b) hereunder are fair and genuine pre-estimate of damages and not by way of penalty and agrees to not to dispute the same in future in any manner.
- b) In the event of delay by the Service Provider to comply with RFP Section IV service level agreements.

- c) Liquidated Damages shall not be applicable in case delay caused due to Force Majeure events or reasons attributable due to delay in part of the Authority or any other approvals required under this Agreement.

#### **8.4 Penalty for Deficiency and Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 8.3, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law.

### **9 OWNERSHIP OF PROJECT**

- a) Authority shall remain sole owner of the Websites, source codes, Database, documents, content and designs developed and maintained by Service Provider all times during the Contract period and thereafter. Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from Authority.
- b) Service Provider shall exercise all due caution to protect and maintain the data created out of Project.
- c) Service Provider shall not share, sell or in any manner use the data created by Service Provider out of this Project otherwise than in accordance with the terms of the Service Provider Agreement.

### **10 INTELLECTUAL PROPERTY RIGHTS**

- a) The Intellectual Property Rights of Websites which is design and developed and hosted exclusively for the GMDC shall be transferred to the GMDC upon delivery and installation. The Service Provider shall hand over the source code for all websites correspond 100% to the operational module to the Authority and shall be verified and certified by an independent Service Provider as identified by the Authority. The Service Provider shall have the right to possess and use the same during the Contract Period exclusively for purposes of effective Design, Development, implementation, operation and maintenance of the Website project and shall not assign license, or otherwise voluntarily transfer its contractual rights to any other third party without approval from the Authority.
- b) After the expiry or termination of the Service Provider Agreement, the Service Provider shall have no right, title or interest in or to any work including without limitation the designs, software, programs, modifications or derivative works developed and customized for the Authority by Service Provider for the website project for any purpose whatsoever.

### **11 PROJECT HANDOVER**

#### **11.1 Handing Over of Project**

Upon expiry of the Agreement by efflux of time and in the normal course or prior termination of this Agreement due to Event of Default or dissolution or insolvency or Force Majeure, the Service Provider shall at the end of the Agreement Period or prior termination of this

Agreement, as the case may be, hand over free from encumbrances the peaceful possession of the all Software/websites, source code, documents and database related to the project and all third party software licenses procured during the subsistence of this Agreement at no cost to Authority except in case of Termination due to Authority Event of Default or Force Majeure where in Authority shall make payments as specified in clause 7.3 (d) or 2.7.10 of this agreement as the case may be.

### **11.2 Inspection and Removal of Bugs and Deficiency**

- a) The handing over process shall be initiated at least 3 months before the actual date of expiry of the Agreement Period in normal course or during the Notice Period in case of early termination by a joint inspection by the Authority and the Service Provider.
- b) The objective of this stage will be to conduct full tests of the functionality of each piece of Project as a whole, progressively, in order to identify faults, isolate them and rectify them in the most efficient manner in terms of cost and time before handing over to Authority.
- c) The Service Provider shall be entitled to remove promptly any bugs or defects observed during the Tests in the Project Components. Such bugs and deficiencies shall be removed and cured respectively in a time period commensurate with type of bugs and defects.

### **11.3 Recovery of Balance due of Authority from Agency**

The dues payable to Authority by the Service Provider/Agency on any account, if any, at the end of the Agreement shall be recovered by the Authority from the Performance Guarantee.

## **12 POST TERMINATION SUPPORT**

- a) In case the Agreement between the Authority and Service Provider is terminated for any reason whatsoever, either on account of Service Provider Event of Default and /or Authority Event of Default or even for any reason not envisaged in the Agreement, then the Service Provider shall be responsible for operation, maintenance and management of GMDC's Websites project at agreed terms specified in this Agreement till Authority appoints and handover the GMDC's Websites project to new /replacement Service Provider.
- b) Service Provider shall provide support in terms of smooth transition and handing over of database, documents, APIs, Contents, protocols, passwords, source code and all other interfacing requirements to any other Service Provider for purposes of interfacing, or linking in any manner to the system or systems operated by the Service Provider. Inability or unwillingness of the Service Provider shall be considered an Event of Default.

## **13 FARENESS AND GOOD FAITH**

### **13.1 Good Faith**

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

## **13.2 Operation of Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 14.2 hereof.

## **14 DISPUTE RESOLUTION**

### **14.1 Amicable Solution**

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the 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 Service Provider 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 each Authority and the Service Provider, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as 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 Service Provider. 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.

### **14.2 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 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 right 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.

**14.3 Performance during Dispute Resolution**

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

**15 CHANGE REQUEST AND CONTRACT AMMENDMENTS**

- a) Any changes will have to be mutually agreed upon in advance, prior to making the change. The change request shall be quantified with per man day work and submitted to GMDC for further approval. For avoidance of doubt, the parties expressly agree that
  - (i) Change Request shall only be effective and binding unless agreed in writing and signed by both Authority and Service Provider.
  - (ii) The man-days rate as discovered though this RFP shall become applicable for executing the change request.
- b) The number of man days required for executing the change request shall be mutually decided by the Authority and the Service Provider.

## SECTION VIII: BID FORMS & ANNEXURES

### FORM A: CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER

#### TECHNICAL BID

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
<b>A.</b>	RFP Processing Fee	Yes/No
<b>B.</b>	EMD	Yes/No
<b>C.</b>	Form A (check list of documents enclosed with RFP)	Yes/No
<b>D.</b>	Annexure 1: Letter of Bid Submission	Yes/No
<b>E.</b>	Annexure 2: Bidder's Organization details	Yes/No
<b>F.</b>	Annexure 3: Auditor's Certificate for Turnover and Net Worth of bidder	Yes/No
<b>G.</b>	Annexure 4: Declaration for Non-Blacklisting	Yes/No
<b>H.</b>	Annexure 5: Earnest Money Deposit and RFP processing Fee details	Yes/No
<b>I.</b>	Annexure 6: Undertaking on Non-Subcontracting / No JV/ No Consortium.	Yes/No
<b>J.</b>	Annexure 7: Performance Bank Guarantee Format.	Yes/No
<b>K.</b>	Annexure 8: Format of Earnest Money deposit in the form of Bank Guarantee	Yes/No
<b>L.</b>	Annexure 9: Work Experience details as mentioned in the Pre-Qualification Criteria and Technical Criteria	Yes/No
<b>M.</b>	Annexure 10: Financial Bid Format	Yes/No
<b>N.</b>	Annexure 11: Description Of Approach, Methodology And Work Plan For Performing the Assignment/TOR	Yes/No
<b>O.</b>	Annexure 12: Undertaking	Yes/No

#### TECHNICAL BID

<b>A.</b>	<b>Offline Technical Bid Submitted</b>	Yes/No
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#### PRICE BID

<b>A.</b>	Online Price bid submission as per Annexure 9	Yes/No
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## **Annexure 1: Letter of Bid Submission**

{On Bidder's letterhead}

Dated:

To,

General Manager IT,  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.

**Subject: Submission of Bid in response to Request for Proposal (RFP) for Appointment of Agency for Design Development & Maintenance of Various Websites for GMDC**

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 details

{On Bidder's letterhead}

### A - Bidder's Organization

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

### 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)]

Particulars	Details
Name of Employer:	
Details of Public Sector/Pvt sector Employer	
Address:	
Country:	
Location within country:	
Assignment/job name	
Description of Project/Assignment	
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 team, 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/ CA certificate evidencing the Project Experience to be submitted.*

### **Annexure 3: Auditor's Certificate for Turnover and Net Worth of bidder**

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

To Whomsoever It May Concern

This is to certify that we have examined the audited financial statements of M/s \_\_\_\_\_ (Name of the Bidder), having its registered office at \_\_\_\_\_, for the financial years mentioned below.

Based on such examination, the details of Annual Turnover and Net Worth are as follows

<b>Years*</b>	<b>Average Annual Audited Turnover</b>
2022-23	
2023-24	
2024-25	
<b>Average</b>	

<b>Years*</b>	<b>Net worth*</b>
As on 31-03-2025	

\* Latest available annual audited statements.

**Signed and Sealed by the statutory auditor/Registered Chartered Accountant showing Membership Number and Firm Registration number.**

#### **Annexure 4: Declaration for non-blacklisting**

<<To be printed on 300 Rs. Stamp paper and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,  
General Manager - IT,  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan, 132-Ring Road,  
Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.

Sir/Madam,

I/we here by solemnly declare that,

1. Neither the bidder nor any of its directors / partners / promoters have not been blacklisted, debarred, banned or put on holiday list for a period of 3 years by any Central Government, State Government, PSU, Autonomous Body, Statutory Authority, or any Government Organization as on the date of submission of the bid.
2. No litigation, arbitration, or legal proceedings are pending against the Bidder or its directors / partners / promoters that may materially affect the execution of the work under this RFP
3. We have not put any condition in our offer with respect to RFP No. \_\_\_\_\_,
4. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the RFP Document No. \_\_\_\_\_ unconditionally.
5. We further declare that this declaration is true and correct and has been made after due verification.

I/we hereby further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our Bidder/GMDC in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

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

**Annexure 5: Earnest Money Deposit and RFP processing Fee details**

<b>Sr. No.</b>	<b>Item</b>	<b>Amount (In Rs.)</b>	<b>Name of the Bank &amp; Branch</b>	<b>Demand Draft No.</b>
1	RFP Processing Fee			
2	Earnest Money Deposit (E.M.D.)			

## **Annexure 6: Undertaking on Non-Subcontracting / No JV / No Consortium**

(On the Letterhead of the Bidder)

I/We, \_\_\_\_\_, (Name of the bidder) hereby undertake that the work awarded under this RFP shall be **executed directly by the \_\_\_\_\_** (Name of the bidder) and **no part of the work shall be subcontracted, assigned, or sublet** to any third party.

Further, the bid is submitted **solely in the individual capacity of the \_\_\_\_\_** (Name of the bidder) and **not as a Joint Venture (JV), Consortium, or in association with any other entity.**

Any violation of this undertaking may lead to rejection of the bid or termination of the contract, without any compensation.

## **Annexure 7: Performance Bank Guarantee Format**

(To be stamped in accordance with Stamp Act)

Ref: \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

Date: \_\_\_\_\_

To,  
Gujarat Mineral Development Corporation  
Khanij Bhavan  
132 ft Ring Road, Ahmedabad

Dear Sir,

1. WHEREAS \_\_\_\_\_ (Name of Agency) hereinafter called "the Agency" has undertaken, in pursuance of Agreement dated, (here in after referred to as "the Agreement for a Design, Development and Comprehensive Annual Maintenance of Various websites of GMDC ) to GMDC. AND WHEREAS it has been stipulated in the said Agreement that the Agency shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

2. WHEREAS we \_\_\_\_\_ ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the GMDC the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Agency to GMDC under the terms of their Agreement dated \_\_\_\_\_. Provided, however, that the maximum liability of the Bank towards GMDC under this Guarantee shall not, under any circumstances, exceed \_\_\_\_\_ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GMDC in that behalf and without delay/demur or set off, pay to GMDC and all sums demanded by GMDC under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GMDC to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention Mr. \_\_\_\_\_.

*Request for Proposal (RFP) for Appointment of Agency for*

*Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of \_\_\_\_\_ months from the date of its execution. The Bank shall extend the Guarantee for a further period which may be mutually decide by the Agency & GMDC. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the Agency with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Agency and the Bank.

5. The BANK also agrees that GMDC at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that GMDC may have in relation to the Agency's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GMDC or any other indulgence shown by GMDC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India, and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)  
Stamp

Designation with Bank

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

## **Annexure 8: Format of Earnest Money deposit in the form of Bank Guarantee**

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

\_\_\_\_\_ (Name of the Bank)  
Address \_\_\_\_\_ Guarantee No \_\_\_\_\_  
A/C Messer's \_\_\_\_\_ (Name of Bidder)  
Date of Expiry \_\_\_\_\_ Limit to liability (currency & amount)  
\_\_\_\_\_  
Invitation For RFQ No \_\_\_\_\_ dated \_\_\_\_\_ (bidding document)  
For \_\_\_\_\_ (Name of Facilities)

**Subject:** Earnest Money Deposit Bank Guarantee.

Date \_\_\_\_ 20

To,  
Gujarat Mineral Development Corporation Ltd.  
132 Ft Ring Road, Near University Ground  
Vastrapur, Ahmedabad  
Bank Code:

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/ (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 RFQ 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 indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.

*Request for Proposal (RFP) for Appointment of Agency for*

*Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

7. 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 and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20 . \_\_\_\_\_ for \_\_\_\_\_ ( Name of Bank )

Yours faithfully

For \_\_\_\_\_ (Name of the Bank)

Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:

Gujarat Mineral Development Corporation Limited (GMDC)

132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad. Bank Name: ICICI Bank Ltd

IFS Code: ICIC0000024

UIC GMDC530265584 for Field 7037 MT760

**Annexure 9: Work Experience details as mentioned in the Pre-Qualification Criteria and Technical Criteria**

1. For Pre-Qualification and Technical Qualification Criteria Work Experience Format for Design, development and Comprehensive Annual Maintenance of websites work done projects (along with PO Submission and/or Project Completion certificate)

Sr. no	Name of the Project/ Assignment	Client Name	Address of execution	Duration (Period)	Scope of Work: Description in Brief for Design Development & Maintenance of various websites	Value of The Project in Rs.	Supporting PO and Completion Certificate attached or not
1							
2							
3							
4							
5							

## Annexure 10: Financial Bid Format

**(To be submitted online only)**

To,  
General Manager IT,  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.

**Subject:** Request for Proposal (RFP) for **Appointment of Agency for Design Development & Maintenance of Various Websites for GMDC**

Dear Sir,

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

**(i) Table A: Cost for Onetime Design Development of Websites**

Sr. No	Particulars	Rate in Rs. excluding GST
1	Onetime Design Development of <a href="https://www.gmdcltd.com/">https://www.gmdcltd.com/</a>	
2	Onetime Design Development of <a href="https://icem.in/">https://icem.in/</a>	
3	Onetime Design Development of <a href="https://gsrc.res.in/">https://gsrc.res.in/</a>	
4	Onetime Design Development of <a href="https://gmdcgv.org/">https://gmdcgv.org/</a>	
5	Onetime Design Development of <a href="https://gmrics.com/">https://gmrics.com/</a>	
6	Onetime Design Development of <a href="https://krantiteerth.com/">https://krantiteerth.com/</a>	
<b>Total Cost</b>		

**(ii) Table-B: Cost for Annual Maintenance of Websites for 3 Years (will be paid Quarterly)**

Sr. No	Particulars	Annual rate exclusive of GST			
		Year 1 (A)	Years 2 [B= (A)+5% of (A)]	Year 3 [C= (B)+5% of (B)]	Total (A+B+C)

*Request for Proposal (RFP) for Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

1	Annual Maintenance of <a href="https://www.gmdcltd.com/">https://www.gmdcltd.com/</a>				
2	Annual Maintenance of <a href="https://icem.in/">https://icem.in/</a>				
3	Annual Maintenance of <a href="https://gsrc.res.in/">https://gsrc.res.in/</a>				
4	Annual Maintenance of <a href="https://gmdcgvvt.org/">https://gmdcgvvt.org/</a>				
5	Annual Maintenance of <a href="https://gmricts.com/">https://gmricts.com/</a>				
6	Annual Maintenance of <a href="https://krantiteerth.com/">https://krantiteerth.com/</a>				
<b>Total Cost</b>					

**(iii) Table-C: Cost for Change Request**

Sr. No	Particulars	UOM	Quantity	Unit Rate excluding GST	Total Rate in Rs. excluding GST
1	Change Request for future use	Man Day	50		
<b>Total Cost</b>					

**(iv) Table-D: Cost for SEO (Organic & Paid Campaign)**

Sr. No.	Particulars	UOM	Quantity	Unit Rate in Rs. excluding GST (Per Month)	Total Rate in Rs. excluding GST (Per Month)
1	SEO Implementation (Organic) upto 15 Keywords Monthly	Per Keyword	15		
2	Handling charges for Paid Campaign service excluding search engine fees (The charges for the search engine clicks shall be reimbursed on actual)	Month	1		
<b>Total Cost:</b>					

**Grand Total Cost for Design Development & Maintenance of Various Websites for GMDC**

Sr. No.	Scope Items	Rate in INR (Excl. Tax)
(i)	Table A – Onetime Cost of Design Development of each website	A

*Request for Proposal (RFP) for Appointment of Agency for  
Design, Development and Comprehensive Annual Maintenance of Various Websites of GMDC*

Sr. No.	Scope Items	Rate in INR (Excl. Tax)
(ii)	Table B – Cost for Annual Maintenance of each Websites for 3 Years ( <i>Table B</i> )	B
(iii)	Table C – Cost for Change Request	C
(iv)	Table D – Cost for SEO (Organic & Paid campaign)	D
<b>Total Cost</b>		<b>A+B+C+D</b>

The Service Fees specified in a table placed hereinabove also includes remuneration of Agency's staff, Travel expense at Ahmedabad, expense towards dine, hotel stay, office rents, conveyance, stationary and any other expense to be incurred for executing Scope of Work.

- a) The bidders shall need to mandatorily quote Service Fees for all scope items as per the Price Bid format.
- b) The Bidder to quote Service Fees in table above inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Service 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 Bidder.
- c) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act & GST.
- d) Service Provision Fees shall be paid as per the payment terms specified in Section VI of the RFP document.

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.**

Thank you,  
Yours faithfully

(Seal and Signature of the authorized representative of the Bidder)

Name:

Designation :

## Annexure 11: Description Of Approach, Methodology And Work Plan For Performing the Assignment/TOR

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

- a) Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

### a) **Approach and Methodology**

- As per the Technical Marking system
- b) **Work Plan:** In this chapter, Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Work and ability to translate them into a feasible working plan.
  - c) **Organization and Staffing:** In this chapter, the Bidder should **propose and justify** the structure and composition of proposed team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the RFP is an indicative minimum requirement. The Bidder should assess the specific and realistic manpower with reference to the Scope of Work.

## **Annexure 12: Undertaking**

Date: dd/mm/yyyy

To,  
General Manager IT,  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Signature

(Company Seal)

\_\_\_\_\_

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

**Signed by**

**Authorized Signatory with designation**

## Annexure 13: Banks List (For Bank Guarantee for EMD/ Performance Security)

### Annexure I.

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

Date: 01/04/2026


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

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2027. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	23	South Indian Bank
2	AU Small Finance Bank	24	Standard Chartered Bank
3	Bandhan Bank	25	Tamilnad Mercantile Bank
4	City Union Bank	26	Ujjivan Small Finance Bank
5	CSB Bank	27	YES Bank
6	DBS Bank India Limited	28	Ahmedabad Mercantile Co-op. Bank
7	DCB Bank	29	Nutan Nagrik Sahkari Bank Ltd.
8	Dhanlaxmi Bank	30	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	31	Saraswat Co-Operative Bank Ltd.
10	FEDERAL Bank	32	SBPP Co-operative Bank Ltd.
11	HDFC Bank	33	SVC Co-Operative Bank Ltd.
12	HSBC Bank	34	The Cosmos Co-op Bank Ltd.
13	ICICI Bank	35	The Gujarat State Co-operative Bank
14	IDBI Bank	36	The Surat District Co-op Bank
15	IDFC First Bank	37	The Surat People's Co. Op. Bank Ltd
16	IndusInd Bank	38	The Baroda Central Co-operative Bank
17	Jammu and Kashmir Bank	39	The Panchmahal District Co-operative Bank
18	Jana Small Finance Bank	40	The Kalupur Commercial Co-op. Bank
19	Karnataka Bank	41	The Rajkot Commercial Co-operative Bank
20	Karur Vysya Bank	42	The Banaskantha Mercantile Co-op. Bank Ltd.
21	Kotak Mahindra Bank	43	Gujarat Gramin Bank
22	RBL Bank		

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

  
(Sandeep Kumar)  
Secretary (Economic Affairs)  
Finance Department

## Annexure 14: Format for Change Request management

Change Control Note(CCN):	CCN Number:
Title:	
Originator:	
Date of Initiation	
Brief Description of Proposed Change:	
Deliverables:	
Impact:	
No. of Resources:	
Timeline of Execution:	



**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