

RFP for

**CORE DRILLING AT
AMBADUNGAR FLUORSPAR MINE
TALUKA: KAWANT, DISTRICT: CHHOTA UDEPUR
GUJARAT**

RFP No. GMDC/GEO/04/2026



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DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Contractors who are interested to participate in this RFP.

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

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

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

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

TABLE OF CONTENTS

DISCLAIMER	2
SECTION I: BACKGROUND	7
SECTION II: TERMS OF REFERENCE/SCOPE OF WORK.....	8
.....	8
1. SCOPE OF WORK	8
2. TIMELINE	14
3. TEAM DEPLOYMENT	14
4. ACTION PLAN	14
5. DELIVERABLES	14
6. SITE CONDITION	14
7. SITE VISIT:.....	15
8. CONTACT PERSON FOR SITE VISIT:.....	15
SECTION III: INSTRUCTIONS TO BIDDERS	16
1. ELIGIBLE BIDDERS.....	16
2. BIDDING PROCEDURE	16
2.1. Bidding Process.....	16
2.2. Due Diligence	16
2.3. Acknowledgement by Bidder.....	17
2.4. Cost of Bidding.....	17
2.5. RFP Fee	17
2.6. Schedule of Bidding	18
3. GENERAL	19
3.1. Bid Validity.....	19
3.2. Numbers of Bids by Bidder	19
3.3. Governing Law and Jurisdiction	20
3.4. Authority's right to accept or reject or split any bids or all bids.....	20
3.5. Earnest Money Deposit (EMD)/Bid Security.....	20
3.6. Concession to MSME registered units	22
4 RFP DOCUMENT	22
4.2 Content of RFP	22
4.3 Clarifications to RFP Document	23
4.4 Amendment and corrigendum of RFP document.....	23
5 PREPARATION AND SUBMISSION OF BIDS.....	23
5.1 Language of Bid	23
5.2 Bid Currency	24
5.3 Format and Signing of Bid.....	24
5.4 Submission Format & Sealing and Marking of Proposals	24
5.5 Bid Due Date	26
5.6 Late Submission	27
5.7 Modification and Withdrawal of Bids.....	27
6 BID EVALAUTION CRITERIA	27
6.1 Pre-Qualification Criteria	27
7 FIXED RATE	30
8 EVALUTION PROCESS	30
8.1 Opening of Technical Bid	30
8.2 Evaluation of Technical Bid.....	31
8.3 Opening of Price Bid	32

8.4	Clarification of Bids and Request for additional/missing information.....	32
8.5	Verification and Disqualification.....	32
8.6	Contacts during Bid Evaluation.....	33
8.7	Correspondence with Bidder	34
8.8	Confidentiality	34
9	SELECTION OF CONTRACTOR AND SIGNING OF AGREEMENT	34
9.1	Award of Contract	34
9.2	Signing of Agreement	34
10	PERFORMANCE SECURITY.....	35
11	COMMENCEMENT OF WORK/ ASSIGNMENT AND RATE OF PROGRESS.....	36
12	PROPRIETARY DATA.....	37
13	TAX LIABILITY	37
14	FRAUD AND CORRUPT PRACTICES.....	37
15	CONFLICT OF INTEREST.....	39
16	MISCELLANEOUS.....	40
	SECTION IV: CONTRACT FEES AND PAYMENT TERMS.....	42
	SECTION V: OTHER TERMS AND CONDITIONS	44
1.	GENERAL	44
2.	FORCE MAJEURE	46
3.	TERMINATION OF CONTRACT	47
4.	SUSPENSION OR FORCLOSURE OF CONTRACT.....	47
5.	OBLIGATIONS OF THE CONTRACTOR	47
6.	OBLIGATIONS OF GMDC	49
7.	LIQUIDATED DAMAGES.....	49
8.	DISPUTE RESOLUTION.....	50
	SECTION VI: ANNEXURE.....	53

SR NO	ANNEXURE DESCRIPTION	PAGE NO.
1	LETTER OF BID SUBMISSION	53
2	BIDDER'S ORGANIZATION AND EXPERIENCE	54
3	DETAILS OF RIGS PROPOSED FOR DEPLOYMENT	54
4 & 4A	DETAILS OF WORKS COMPLETED AND DETAILS OF BOREHOLES OF 300 MTR DEPTH	55
5	DETAILS OF WORKS IN HAND	56
6	DETAILS OF BOREHOLE CAMERA	57
7	TEAM COMPOSITION AND TASK ASSIGNMENTS	58
8	ANNUAL TURNOVER, PROFIT & LOSS	59
9	NO BLACKLISTING CERTIFICATE	60
10	FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING BIDDER'S SIGNATORY	61
11	UNDERTAKING	62
12	INDICATIVE FORMAT OF PRICE BID	64
13	FORMAT FOR BANK GUARANTEE TOWARDS BID SECURITY/EARNEST MONEY DEPOSIT	65
14	FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY	68
15	SOLVENCY CERTIFICATE FROM A SCHEDULED BANK	71
16	LIST OF APPROVED BANKS FOR EMD AND PERFORMANCE SECURITY IF APPLICABLE	72
17	SITE VISIT CONFIRMATION CERTIFICATE	75
18	BIDDERS DETAILS FOR REGISTRATION	76
19	LOCATION MAP	77
20	CHECKLIST	78

DEFINITIONS

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

1. **“GMDC”/Authority**” shall mean the Gujarat Mineral Development Corporation Ltd who shall appoint the Contractor for the captioned work.
2. **“GMRICS”** shall mean Gujarat Mineral Research & Industrial Consultancy Society, promoted by GMDC Ltd.
3. **“Bidder”** shall mean any proprietorship firm or body corporate which is a Limited Liability Partnership registered under LLP act or a Company under the Indian Companies Act 1956/2013 which submits a Bid to provide Services to GMDC along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids.
4. **Bid/Proposal**” means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
5. **“Bid Due Date”** means last date of Bid submission as set out in **clause 2.6** of SECTION III
6. **“Agency/Contractor”** shall mean the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of RFP and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
7. **“Contract Agreement/Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Contractor’ comprising of all terms and conditions stated in this RFP.
8. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned work.
9. **“Corrupt practice”** shall have the meaning ascribed thereto under **clause 14** of SECTION III.
10. **“Conflict of Interest”** shall have a meaning specified in **clause 15** of SECTION III.
11. **“Contract Fees /Fees/Service Charges”** shall mean the charges payable by GMDC for the work/services rendered by the Contractor.
12. **“Pre-Qualification Criteria”** means criteria specified in **clause 06** of SECTION III.
13. **“Evaluation Process”** means steps of evaluation specified in **clause 8** of SECTION III.
14. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per **clause 3.5** of SECTION III.
15. **“Letter of Award (LOA)”** shall have the meaning ascribed thereto under **clause 9.1** of RFP SECTION III.

- 16. “Parties”** means the parties to the Contract Agreement and “Party” means either of them, as the context may admit or require.
- 17. “Preferred Bidder”** shall have a meaning specified in **clause 8.3 (iv)** of RFP SECTION III.
- 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. “Terms of Reference/Scope of Work”** means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the successful bidder is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION II of RFP.
- 20. “Third Party”** means any Person other than GMDC and the Contractor.
- 21. “Site Geologist”** The person authorized by GMDC to carry out the work of exploration activities.

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

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is 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 Kachchh, 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 Kachchh as a forward integration, Wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verba, 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.

GMDC has undertaken a strategic transformation exercise over the last few years with a view to achieve growth milestones, diversity its product portfolio, leverage existing assets, provide inputs to the industry and contribute to the growth of the state's economy. As part of its strategic transformation exercise, GMDC is already in the process of expanding its mining operations by setting up six new lignite- based projects in Kachchh and South Gujarat. Further, GMDC through its metal division also intends to expand and develop its metal mining portfolio by developing existing metal mining projects and exploring new opportunities.

GMDC requires appointing the renowned professional agency for core drilling work as specified in this RFP. Agency shall conduct exploratory core drilling for GMDC.

SECTION II: TERMS OF REFERENCE/SCOPE OF WORK

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

1. SCOPE OF WORK

1. Locations:

Sr. No.	Name of Projects/ Mines	Taluka	District
01	AMBADUNAGR FLUORSPAR MINE	KAWANT	CHHOTA UDEPUR

Location of Drilling area: (PIN code- 391175). The area proposed for this drilling falls in survey of India toposheet no. 46/K/1, 46/J/4. The area proposed for the drilling falls within the mining lease area of main Ambadungar Fluorspar deposit and is located about 140 km SE of Vadodara near Kadipani village in Kawant Taluka of Chhota-Udepur District of Gujarat. The drilling block falls under survey of India Toposheet no. 46K/1 and 46J/4 between the Longitude E 74°03'24.07" to E 74°04'2.89" and Latitude N 21°59'32.41" to N 21°59'59.02". The site is about 6.5km away from Narmada River and is about 600 m above mean sea level. Kawant is the nearest town located at around 18 km from the proposed drilling areas. Ambadungar is connected by road with major cities like Chhota-Udepur (42 km), Bodeli (63 km). The nearest railway station is Chhota Udepur (42 km) and airport is Vadodara (141 km). All the basic amenities like Bank, Post Office, School, Hospital, Police station, etc. are available at Kadipani. The locations of the proposed drilling sites may slightly vary depending upon the requirement of GMDC.

2. **Quantum of work:** The approximate core drilling work is about **7500 meters**. The meterage is indicative and may vary about $\pm 10\%$, in such case the contract period may also vary proportionately.
3. **Rock Formations to be drilled:** Carbonatite, Carbonatite breccia, sovite, ankerite, fenite, basalt (trap) and, sandstone are the dominant rock types likely to be encountered in the borehole. The proposed block is characterized by undulating and rugged terrain. Ankeritic and breccia zones in subsurface are likely to be fractured and with irregular vugs.
4. **Depth of Bore hole:** The boreholes shall be in the depth range of approximately from **200 m to 450 m**.

In few cases due to geological uncertainties if the borehole is required to be drilled deeper than the estimated target, the bidder shall be liable to extend the borehole and drill further up to desired depth to complete the borehole for its logical conclusion. However, the extended depth will be restricted approximately to +20 % of initial target depth.

The borehole will be drilled up to the older/ basement formation or may be closed as per the instructions of site geologist. Drilling of boreholes, if required, after studying the litho-logs of the drilled borehole may be closed before as per the instructions of site geologist.

No additional compensation will be paid in case of either short closure or extension of boreholes.

5. **Borehole Spacing:** Borehole spacing will be approximately 50 m × 50 m or more.
 6. **Borehole Size:** The holes shall be drilled in combination of PQ/PX, HQ/HX, NQ/NX size only. The payment per meter of drilling will be same for all sizes of drilling.
 7. **Type of Drilling:** Diamond core drilling.
 8. **Deployment of drill rigs:** The contractor shall deploy at least 03 surface core drilling rigs with sufficient manpower and adequately equipped with all drilling inventory/accessories such as casing, rods, bits etc. However, if required, the contractor may deploy more than 03 no. of drilling rigs to ensure timely completion of awarded work without any additional compensation. The deployment of drills at borehole location site shall be as per requirement and priority indicated by GMDC/GMRICS.
 9. **Inclination of boreholes:** Vertical to inclined bore holes as per direction of the authorized site geologist.
- 10. Deviation Limit for Borehole Angles and Measurement:**
- a) Deviation in borehole angle (both in inclination and azimuth) of maximum 2° per 100 metre is permissible for each borehole. Therefore, the contractor is advised to take all necessary precautions to drill the boreholes within the prescribed limits.
 - b) Borehole deviation test will be arranged and carried out by contractor at every 50-metre interval or less depending on the requirement by using a **Multi shot digital electronic borehole camera** recording Azimuth and Inclination in the presence of GMDC/GMRICS Site Geologist at the Contractor's own risk and cost. Photographic survey instruments are not acceptable.
 - c) If any magnetic survey instrument is deployed, the survey instrument should be isolated from the steel drill rods or magnetic rock units that can affect the azimuth readings. The instrument should be encased inside brass or aluminum or any nonmagnetic material casings. The drilling string must be pulled back from the bottom of the hole, to allow the brass or aluminium casing of the down-hole camera to project at least 3 m beyond the drill string at the time of the survey. Similar precautions should be taken in case the survey instrument is lowered by wireline using overshot. This is a mandatory requirement, and no relaxation shall be allowed.
 - d) Readings should be taken at every 50 m interval (or any interval or depth as directed by the Site Geologist). Deviation survey should be conducted immediately after reaching or near the depth interval specified to ascertain that the borehole is following the intended course and to take corrective action in case of excessive deviation beyond the limits.
 - e) Raw data of the readings should be sent to the site geologist. After completing the

borehole, complete data of all depth intervals should be submitted in an excel file as per the format provided by the site geologist.

- f) In case the deviation in the borehole exceeds the permissible limits, the contractor shall take corrective steps by using either directional drilling motors or any other means immediately to bring back the bore hole course to its intended course/path. Any re-drilling or any special operation/tools involved for such corrective measures will be to the contractors account only and no additional compensation/payment shall be made by GMDC. If the contractor fails to correct the deviated path in a borehole, such holes shall be treated under abandoned borehole category and regularized as per the following **clause 11**.

11. Abandoned Boreholes:

A borehole will be called as an 'abandoned hole' which could not be drilled up to the target depth as specified in the borehole proforma and not drilled as per scope of work. The total cumulative metreage in all the abandoned boreholes should not exceed 10% of the total metreage of completed boreholes under this contract.

However, the contractor should satisfy the site geologist that he has taken sufficient precautions to prevent in-hole problems like caving, accidents etc. in the boreholes. In case there is an in-hole problem, the contractor should make sufficient efforts to clear the problem before declaring the borehole as abandoned. Full justification giving the reasons and efforts put in for overcoming the problems should be communicated in writing to the site geologist

Decision on such abandoned holes and metreage admissible will be taken after submission of report by GMDC/GMRICS representative i.e. site geologist and approval of Competent Authority which is final and binding on the contractor. However, payment for the abandoned metreage will be made only in the final bill on satisfactory completion of the total work of the contract.

Full payment will be made if the abandoned drilling is within 10% of the total metreage of completed boreholes under this contract. No payment will be made for abandoned drilling beyond 10% of the total metreage of completed boreholes under this contract.

In case, the borehole is extended beyond the target depth specified in the borehole pro-forma then full payment will be made up to the metreage drilled beyond the targeted depth even if it does not reach the extended target and such borehole would not be classified as abandoned.

An example for such case could be:

- i) Target drilling depth as per borehole proforma300 m
 - ii) Request for borehole to be extended further.....50 m
 - iii) Borehole abandoned at.....320 m
- In such case, full payment will be made up to320 m

12. Borehole locations:

- a. GMDC/GMRICS will provide the proposed borehole location plan, borehole co-ordinates, RL of all the areas to be covered under exploration.
- b. GMDC will provide location (on plan & Field) of minimum two benchmarks with RL and co-ordinates within close proximity of areas of Exploration. In the event of the borehole location shown on plan is not feasible on ground, the alternative location shall be shown by the site geologist.

13. Multi-Para Geophysical Logging:

The successful bidder shall record and collect multi-para geophysical logging data of the following parameters for 20% of total drilling of 7,500m drilling i.e. 1,500 metres. Borehole(s) where multipara logging is to be carried out will be intimated to the contractors.

- a. Magnetic Susceptibility
- b. Dual Density
- c. Spectral Gamma

Terms and Conditions for multi-para geophysical logging:

1. If drilling meterage increased/decreased as specified in **clause 2** of scope of work, logging will be proportionately increased/decreased.
2. Total 1500m geo physical Logging shall be carried out in 2 to 3 spells.
3. Boreholes will be identified and informed by the site geologist during every spell based on the requirement.
4. Logging will be carried out in 2 to 4 boreholes in each spell.
5. The logging programme is subject to change depending upon the requirement and changes in the drilling plan. Such changes if any will be initiated with the contractor in advance.
6. Boreholes should be properly cased in the overburden zones. Beyond overburden zones, the borehole should be uncased and thoroughly washed before commencement of logging.
7. Safety of the logging probes in the boreholes is the sole responsibility of the contractor.
8. Parameters listed under 13 (a) may not be properly recordable in cased boreholes. Therefore, care may be taken to minimize the depth of casings in the boreholes. However, parameters listed under 13 (b) and (c) should be recorded throughout the borehole length.
9. Reports on geophysical logging should be submitted within four weeks of conducting the survey of each borehole to authorized officers of GMDC / GMRICS.
10. Soft copy of the report of log of each borehole should be submitted along with recorded values of each parameter with depth.

14. Core Recovery:

The contractor shall make all efforts to obtain minimum 90 % core recovery in all formations. The contractor shall use double tube core barrels only to obtain required core recovery. In case of excessive core loss, triple tube core barrels or similar equipment must be used to obtain required core recovery.

In case of lower core recovery in normal geological conditions or jamming of the boreholes before completion of planned depth, the contractor should put in all efforts stated above to improve the core recovery. In case core recovery is not improved despite taking remedial measures, the bore hole will be treated under abandoned boreholes category and payment will be regularized/restricted as per **clause 11** above.

15. Core Arrangement:

The recovered drill cores shall be arranged properly PVC core boxes as per following specifications by contractor at his own cost. Each run shall be marked properly by plastic tag, and the core boxes shall be numbered properly.

If the samples or core recovered are friable and loose, the same shall be stored by contractor at his own cost in LDPE (Low-Density Polyethylene) Poly Tubing Rolls or similar transparent plastic rolls of sufficient strength and sealed to avoid mix up and loss.

16. Paint Marking on Core: A distinct "T mark" or "Arrow" should be painted on each core piece so that the horizontal bar of the "T" or "Arrowhead" faces up-hole, while the vertical stem points down-hole to maintain spatial orientation. High-quality, permanent oil-based paint that won't easily wash away when the core is cleaned or exposed to the elements should be used for marking.

17. Core Boxes: PVC Core boxes with Lid/cover on the top of each stack of 05 core trays shall be arranged/supplied by the contractor at his own cost. All core boxes with core will be handed over to GMDC/GMRICS at the site or Project office of GMDC/GMRICS or at a location specified by the authorized site geologist. Borehole Number, from and to depth, length of core and date should be written by paint on each core box. The specification of core boxes is as under:

Specification for core box	Description
Material	Plastic PP (Polypropylene)
NQ Meters per Tray	5 Meters
HQ Meters per tray	4 Meters
Protection	UV Stabilized
Inter Stackable	HQ, NQ
Other requirements	<ul style="list-style-type: none"> • Completely Waterproof with Plastic Lid each for a stack of 05 core trays • Handles on both sides • Tag holders • Should have facility of column support

Drilling shall normally conform to the above standards/specifications. However, considering the lithology, structure of the rock and in-hole conditions, the standards on core recovery, deviation and drift may be assessed as per exceptional site conditions and may be relaxed on case-to-case basis by the General Manager (Geology) after ensuring that the bore hole has served the purpose. Accordingly, payment will be made. The decision of General Manager (Geology) in the matter will be final.

18. Borehole Pillaring & Grouting: Successful bidder shall erect cemented borehole pillar of size as directed by Site Geologist on completion of each borehole and label it at his own cost. The borehole code/ labelling details shall be provided by site geologist. 20% of such pillars shall be made of RCC for preserving as master pillars as directed by site Geologist, if required.

The land where a borehole is drilled must be reclaimed/made good and brought to the pre- drilling condition before withdrawing the drill machine from the site. Failure to do so would attract the cost towards making the land good and the amount spent would be payable by the contractor/drilling agency and the same would be deducted in the subsequent bill submitted after completion of the borehole. Intimation regarding the expenditure incurred would be given by the GMDC's representative at site in writing.

19. Reporting: For all the field activities to be carried out as per the scope of work, the site in charge of the successful bidder firm shall report to the authorized site geologist.

20. Data Confidentiality: The drilling and the ancillary work, as per specification above, will be executed under the supervision and direction of the site geologist. Data confidentiality is of prime importance in GMDC/GMRICS. The agency is required to sign a confidentiality agreement before commencing the work to ensure that no data is leaked out.

21. Submission of Reports: The following reports shall be submitted by the agency.

21.1. Month wise execution plan: The Successful bidder shall submit month wise plan of execution for the given job. within the specified time frame and the same shall be adhered to. The drilling performance will be critically reviewed monthly at the Project Office. The month wise plan is provided at **clause No. 4** below (Action plan)

21.2. Daily rig wise drilling report: The agency shall submit a daily drilling progress report to the site geologist.

21.3. Driller's Logbook: The agency should maintain the driller's logbook register at the drill site which can be accessed by the site geologist as and when required. The driller's logbook should contain the following:

- a. Each drilling run indicating From – To depth, drilling done, Size of core
- b. Run wise core recovery in percentage
- c. Run wise water loss in percentage.
- d. Depth of water table

- e. Running hours of rig
- f. Break down time details, if any
- g. Cementing done in boreholes, if any
- h. Difficulties encountered while drilling.
- i. Details of Camera survey done
- j. Details of Multi-para logging done

21.4. Borehole Details: After completion of each borehole, a report on each borehole should be submitted as per proforma provided by the site geologist.

2. TIMELINE

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

- a. **Zero date:** The zero date shall be counted from date of acceptance of LOA.
- b. **Mobilization period:** Entire mobilization of minimum specified number of rigs and resources shall be completed **within 30 days** period from zero date.
- c. **Work Execution Period:** The Drilling work shall commence immediately after mobilization. The total time period for execution of the awarded work of **7,500 m** is **24 months** excluding **30 days** mobilization period.

3. TEAM DEPLOYMENT

The Successful Bidder shall be required to deploy expert team having good experience of core drilling & other associated works.

4. ACTION PLAN

The quantum of the work is stipulated to be executed within 24 months. Hence, the monthly target is as formulated below:

Monthly target = Quantum of the work/24 months

Accordingly, bidder shall achieve average monthly target. If required number of rigs have to be increased for time bound completion of work.

5. DELIVERABLES

This section should be read in relation to the above scope of work and not in isolation. The successful bidder shall submit the deliverables in the form of bound page report. The successful bidder shall submit two hard copies and two soft copies of reports on project deliverables to GMRICS. Report should include camera survey and Multipara geophysical reports as applicable. Contractor must clearly mention the borehole ID with starting depth etc. in the reports. Contractor should provide soft copies of photographs of each core box mentioning initial and end-depth and borehole ID.

6. SITE CONDITION

The area is densely vegetated, and part of the proposed exploration area falls in forest land. The topography is highly undulating and rugged terrain and requires making long track/road for shifting of rigs and machinery. The drilling agency shall have to strictly abide by the restrictions and conditions imposed by the forest department in case of boreholes located in the forest area. They must utilize only the existing forest road/track for movement of machinery and rigs.

The bidders should thoroughly assess the ground conditions of the working area. Obtaining necessary clearance / permission from the private landowner/party/agency for execution of drilling work shall be the responsibility of the contractor. No separate charges shall be paid by GMDC towards land/crops or any other compensation required to be paid to the landowner/leases or to the party/firm for taking up the proposed boreholes for drilling work. The land/crops or other compensation, if any, shall be borne by the contractor.

The successful bidder must make his own approach roads/tracks to drill site, water arrangement for drilling boreholes. If any negotiation/discussion is required to carry drilling with local people/landowners, the bidder will carry out such negotiation/discussion with local people/landowners. Any payments/compensation involved on account of this will be borne by the successful bidder only.

The drilling agency/Contractor will be responsible for choosing/selecting a suitable area for establishing their camp close to the operational area.

7. SITE VISIT:

Bidders may please note that Site visit is mandatory. Before submitting the bids, the contractors should visit the area to understand the topography and to ascertain the logistic and facilities available or to be generated for carrying out drilling operations. **Bids of the contractors who have not visited the site will be rejected outright and no correspondence will be entertained.** The bidders will obtain a certificate (as per **Annexure – 17**) from the site representative of GMDC and enclose it along with the technical bid. All expenses and liabilities arising for the site visit shall be of Bidders.

8. CONTACT PERSON FOR SITE VISIT:

Project Name	Contact person	Contact Number	Email ID
KADIPANI FLUORSPAR PROJECT	Head (PP&A)	6357442056	kbkashyap@gmdcltd.co.in
	Deputy General Manager (Mine)	8058998011	ngrathore@gmdcltd.co.in

SECTION III: INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS

1.1. BIDDERS ELIGIBILITY

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

1.2. BIDDER'S DIGITAL SIGNATURE

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

2. BIDDING PROCEDURE

2.1. Bidding Process

- a. GMDC has adopted a single stage two packet online bidding system separately for Technical Bid and Price Bid with evaluation as per Method as detailed out in **RFP for Core Drilling at Ambadungar Fluorspar Mine, Taluka: Kawant, District: Chhota Udepur, Gujarat** (the "**Bidding Process**"). Technical Bid shall be submitted physically whereas Price Bid shall be submitted online through <https://gmdctender.nprocure.com>. The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid ("**Bid Due Date**"). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.
- c. In the first step, evaluation of Technical Bid will be carried out as specified in **Clause 8.2** of SECTION III. Based on Technical evaluation, the Price Bids of only Bidder's meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in **clause 8.2(a)** and 0 of SECTION III shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per **Clause 8.3**. The Bids will finally be ranked from the lowest to highest according to their quoted rate specified in price bid.

2.2. Due Diligence

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

2.3. Acknowledgement by Bidder

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

- 1) Made a complete and careful examination of the RFP
- 2) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GMDC relating to any of the matters referred to in **Clause 1** above; and
- 3) Acknowledged that it does not have a Conflict of Interest
- 4) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.4. Cost of Bidding

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

2.5. RFP Fee

- a) Bidder will need to submit nonrefundable RFP Document/Tender Fee of **INR 17,700 (i.e. RFP fees of INR 15,000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favour of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the technical Bid as per marking and sealing section or (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on n procure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favour of GMDC Limited through electronic mode is specified below:

Bank Name: ICICI Bank, Ahmedabad Branch (JMC House Branch)

Account Number: 002405019379

IFSC code: ICIC0000024

SWIFT Code: ICICINBBXXX

MICR CODE: 380229002

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.
- c) In case of Demand Draft, the Demand Draft shall be from any bank approved by Govt. of Gujarat except Co-operative banks. The Circular issued by GoG in this regard is appended as **Annexure-16**. This demand Draft for the cost of RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees or are with incorrect amount and form shall be considered non-responsive and shall be summarily rejected.

2.6. Schedule of Bidding

Sr. No.	Event Description	Date, Time and Address
1	Date from which RFP documents will be available	RFP shall be available from 06.07.2026 on website https://www.gmdcltd.com/current-tenders/ & https://gmrics.com/tenders/ and https://gmdctender.nprocure.com
2	Last date for Site Visit	14.07.2026 (up to 16:00 hrs)
3	Last date for receiving queries/clarifications	Bidders may send their queries by 17.07.2026 up to 18:00 hrs to following officers and reach out for any assistance. General Manager (Geology) Email: gm.geology.co@gmdcltd.com Contact Number: +91- 9727792723 Board Lines: 079-27913501, 079-27913200 Address: "Khanij Bhavan", 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052
4	Pre bid meeting	20.07.2026 at 15:00 hrs.
5	Venue for pre-bid meeting	The Pre-Bid Meeting shall be held both physically and online at the same time & date at "Khanij Bhavan", 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052. A video link for those who may wish to join online shall be uploaded on GMDC website i.e. https://www.gmdcltd.com prior to pre bid meeting. Maximum two members per bidder may be allowed. Name(s) of the persons attending may be sent by e-mail to General Manager (Geology)
6	Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com on or before 24.07.2026 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.
7	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	The Technical Bid is to be submitted offline, after online submission of price bid but on or before 30.07.2026 up to 15:00 Hrs. at "Khanij Bhavan", 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052 by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed with RFP number and date. The Delayed or late offers will be summarily rejected. GMDC will not be responsible for Postal/courier delays. Technical Bid is not to be submitted online, but should be submitted in physical/offline mode after the submission of the Price Bid at the designated address on or before the last date of technical bid submission
8	Opening of Technical Bid	On 30.07.2026 at 16:00 hrs. at GMDC office - "Khanij Bhavan", 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052
9	Opening of Price Bid	To be intimated to qualified bidders after completion of technical evaluation through e-mail.
10	Signing of Agreement	Within 30 days from the date of issuance of LOA.

If the office happens to be closed on the date of submission/opening of the bid as specified, the bids will be submitted/opened on the next working day at the same time and venue. GMDC shall endeavor to adhere to the bidding schedule as specified in above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website www.gmdcltd.com, <https://www.gmricts.com> and <https://gmdctender.nprocure.com> only. No direct correspondence shall be sent to bidders. Therefore, bidders are advised to regularly refer to the above sites for information on the Bid.

3. GENERAL

3.1. 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) **SUSPENSION PERIOD FOR MSME REGISTERED FIRM** : If any Micro and Small Enterprise (MSE) bidder who are exempted from submitting Earnest Money Deposit (EMD), withdraws his RFP before the validity period or issue of Letter of Acceptance (LOA), or makes any modifications in the terms and conditions of the RFP which are not acceptable to the GMDC, then the GMDC shall, without prejudice to any other right or remedy, be at liberty to suspend the bidder for a period of 6 (six) months from the date of withdrawal of bid/modifying RFP conditions. Further, the bidder shall not be allowed to participate in the re-RFP process of the work. During the suspension period, the bidder will not be allowed to participate in any of the RFPs of the GMDC. The suspension period mentioned above is also applicable in case the bidder does not fulfill the conditions laid down in the Letter of Acceptance (LOA). (i.e. submission of performance security, etc.)
- PENALTY FOR NON-MSME FIRM** : If any Non-MSME bidder withdraws his RFP before the validity period or issue of Letter of Acceptance (LOA), whichever is earlier, or makes any modifications in the terms and conditions of the RFP which are not acceptable to the GMDC, then the GMDC shall, without prejudice to any other right or remedy, will be at liberty to withhold/deduct 50% of the said Earnest Money Deposit (EMD). Further, the bidder shall not be allowed to participate in the re-RFP process of the work.
- c) In exceptional circumstances, prior to expiry of the original Bid Validity Period, GMDC may request the Bidders to extend the period of validity unconditionally for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with **Clause 3.5** of RFP SECTION III in all respects.

3.2 Numbers of Bids by Bidder

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

3.3 Governing Law and Jurisdiction

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

3.4 Authority's right to accept or reject or split any bids or all bids

- a) Notwithstanding anything contained in this RFP, GMDC reserves any time the right to accept or reject any bid without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.
- b) GMDC does not bind itself to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reasons whatsoever or accept the bid in part and not in its entirety.
- c) It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) 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.
- e) 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
 - 3) The Bidder is 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.
 - 6) Bidder does not adhere to bid terms and conditions

3.5 Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount **INR 7 lakh (INR seven lakh only)** shall be provided in favour of "**Gujarat Mineral Development Corporation Ltd**", in any one of the following forms/formats. The List of Approved Bank is provided in

Annexure – 16.

- i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank to authority as per the **Annexure 14** (except co-operative banks). This performance guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion of the work gets enlarged the contractor shall get the validity of the performance guarantee extended to cover such enlarged time for completion of work plus sixty days beyond that. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS 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 bid of such Bidder shall not be evaluated further.
 - c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
 - d) Relaxation in terms of submission of RFP Fees and EMD will be given to the bidder who is holding valid certificate issued under MSME Act, 2006 on the date of submission of bid to this RFP.
 - e) The Bid Security of unsuccessful Bidders will be returned only in the form it was submitted to GMDC, immediately after the acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process.
 - f) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favor of the unsuccessful Bidder(s). 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.
 - g) 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.
 - h) 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 and Contractor is liable to forfeit the same. No relaxation of any kind on Bid Security shall be given to any Bidder.
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice as specified in **Clause 14** of this RFP SECTION III;

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

3.6 Concession to MSE registered units

MSE (Micro and Small Enterprises): Micro and Small Enterprises if registered as on the last date of submission of bid with any government bodies specified by Ministry of Micro Small and Medium Enterprises with valid certificate duly issued by GOI are exempted for submitting the RFP fee and Earnest Money Deposit (EMD). The provisions made under “Public Procurement Policy of Micro & Small Enterprises (MSE’s) order 2012” issued vide Gazette notification dated 23-03-2012 by Ministry of Micro, Small and Medium Enterprises of Government of India and also under the “Manual for Procurement of Consultancy and other services, 2022, Ministry of Finance are as amended time to time” shall be applicable for this Bid. **MSME certificate** reflecting valid UDYAM no. should be uploaded and submitted by the firms. This relaxation is applicable for Micro and Small enterprises only and not to Medium enterprises.

HOWEVER, WITH RESPECT TO PRE-QUALIFICATION/ELIGIBILITY CRITERIA, NO RELAXATION SHALL BE APPLICABLE TO MSME OR ANY OTHER FIRMS.

PERFORMANCE SECURITY HAS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER, IRRESPECTIVE OF ITS REGISTRATION WITH NSIC/MSME. PERFORMANCE SECURITY IS NOT RELAXED TO ANY BIDDER.

4 RFP DOCUMENT

4.1. Content of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with **Clause 4.3**.

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

SECTION V	:	Contract Terms & Conditions
SECTION VI	:	Annexures

4.2 Clarifications to RFP Document

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in **clause 2.6**. They should send in their queries on or before the date mentioned in **clause 2.6** of this section in order to enable Authority to have adequate notice of the said queries so that the same can be addressed in time. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on GMDC.

4.3 Amendment and corrigendum of RFP document

- a) At any time prior to the Bid Due Date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b) Any Addendum/Corrigendum issued hereunder shall be uploaded on Authority website <http://www.gmdcltd.com> and <https://www.gmricts.com> and <https://gmdctender.nprocure.com> only. Please note that there is no provision to take out the list of parties downloading the RFP document from the above referred websites. As such Bidders are requested to see the website from time to time before due date of submission of bid to ensure that they have not missed any corrigendum uploaded against the said RFP after downloading the RFP document. The responsibility of downloading the related corrigendum, if any, will be that of the potential Bidder. No separate intimation in respect of corrigendum will be sent to Bidders who have downloaded the RFP document from the website.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid Due Date.

5 PREPARATION AND SUBMISSION OF BIDS

5.1 Language of Bid

- a) The Bids and all related correspondence and documents in relation to the Bidding

Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.

- b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

5.2 Bid Currency

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

5.3 Format and Signing of Bid

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

5.4 Submission Format & Sealing and Marking of Proposals

- a) The original instruments of the Bid Security of the required value and in approved format as specified in **clause 3.5** and RFP Fees as specified in **clause 2.5** shall be sealed in an envelope on which the following shall be super scribed:
- "RFP No GMDC/GEO/04/2026 for Core Drilling at Ambadungar Fluorspar Mine, Taluka: Kawant, District: Chhota Udepur, Gujarat". - EMD and RFP Fees"***
- b) **The Technical Bid** shall be submitted in **Hard copy**. The documents and format to be submitted for Technical Bid shall be as follows:

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions for RFP no. GMDC/GEO/04/2026 duly signed by authorized signatory of Bidder.
2	2	<p>Bidder's Organization</p> <ul style="list-style-type: none"> • Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable • Documentary evidence for work experience of similar nature from the client such relevant portion of Work order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by CA certificate/self-certification from the Managing Director of bidder's Indian entity to ascertain authenticity. • MSME certificate
3	3	Details of the rigs proposed for the deployment
4	4 & 4A	Details of works completed and details of boreholes of 300 mtr depth
5	5	Details of works in hand
6	6	Details of Borehole camera
7	7	Team Composition and task assignment
8	8	Last three years consecutive turnover (years 2024-2025, 2023-2024, 2022-2023) duly certified and audited by the Chartered Accountant to be enclosed as per as per clause 6.1 (b)
9	9	No Blacklisting certificate on Stamp Paper
10	10	Format of power of attorney
11	11	Undertaking for information and document provided are true.
12	12	Indicative Format of Price Bid
13	13	Format for Bank Guarantee for towards Bid security/Earnest Money Deposit
14	14	Format for Bank Guarantee for towards Performance Security
15	15	Solvency certificate from a scheduled bank
16	16	List of Approved Banks for EMD and Performance Security if applicable
17	17	Site visit confirmation certificate

18	18	Bidders Details for Registration Purpose only.
19	19	Location Map
20	20	Checklist
Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.		

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

“RFP No GMDC/GEO/04/2026 for Core Drilling at Ambadungar Fluorspar Mine, Taluka: Kawant, District: Chhota Udepur, Gujarat”. - Technical Bid”

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

“RFP No GMDC/GEO/04/2026 for Core Drilling at Ambadungar Fluorspar Mine, Taluka: Kawant, District: Chhota Udepur, Gujarat”. – Bid submission”

Addressed to:

**General Manager (Geology)
Gujarat Mineral Development Corp.
Address: “Khanij Bhavan”, 132 ft Ring Road
Gujarat University Ground, Vastrapur
Ahmedabad-380052.**

- c) The bidder shall also place a pen drive comprising of soft copy of Technical Bid in Hard copy of Technical Bid.
- d) **Price Bid (Online only)** to be filled up at designated places on <https://gmdctender.nprocure.com> as per the indicative format provided in the **Annexure- 12**.
- e) The Bidders are required to submit Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date and time specified in **clause 2.6**.

5.5 Bid Due Date

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in **clause 2.6**.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per **clause 4.3**. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall

be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of www.gmdcltd.com, www.gmricts.com and <https://gmdctender.nprocure.com>.

5.6 Late Submission

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

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

**403, GNFC Infotower, S.G. Road
Bodakdev, Ahmedabad – 380054.**

Gujarat, India

Sales: 079- 4000 7323

Support: 079- 4000 7300

Email: nprocure@ncode.in

5.7 Modification and Withdrawal of Bids

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

6 BID EVALAUTION CRITERIA

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

6.1 Pre-Qualification Criteria

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

- a) Bidders shall be an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity registered in India under the relevant legislation.

Joint Venture: Two or more companies/contractors may enter into a joint partnership, and the lead contractor may submit the bid(s). Accordingly, financial qualifications/eligibility of the lead partner alone will be considered. The financial qualifications of other partners will not be considered for evaluating the bid. Further, the party or parties participating in this RFP as a Joint Venture Partners, shall not be allowed to participate in the same RFP as a separate bidder or as the partner of another Joint Venture. Joint venture agreement duly notarized should be submitted along with the bid

- b) The Bidder must have an average annual turnover of **Rs 240 Lakh** (Rs Two hundred forty lakh only) per annum in last three financial years ending on 31st March 2025 i.e., 2022-2023, 2023-2024, 2024-2025.

Documents Required:

- Profit & Loss statement. No loss in more than two years during last five years.
- Last five consecutive balance sheets/ profit & loss statement (years 2024-2025, 2023-2024, 2022-2023, 2021-2022, 2020-21) duly certified and audited by the Chartered Accountant to be enclosed as per **Annexure-8**.
- Certificate of statutory auditor certifying turnover of the bidder for the three (03) preceding financial years i.e. 2022-23, 2023-24, 2024-25 as per **Annexure-8**. Year in which no turnover is shown would also be considered for working out the average.
- Income Tax returns for the preceding three assessment years, i.e. 2022-23, 2023-24, 2024-25.
- Solvency Certificate issued by a Nationalized Bank/Scheduled Bank for minimum amount equal to **Rs. 96 lakhs**. The Solvency certificate should be in the format given in **Annexure -15** and should not be older than one year on last date of receipt of RFP
- Copy of PAN and GST

- c) The bidder must have Drilling rigs as per following details:

- I. Bidder shall Own minimum Three (03) nos. of surface core drill machines of minimum **500 m** capacity in **NQ** size.

The rigs should have the capacity to drill the bore holes (Vertical & inclined) in **NQ size up to depth specified above or more with** matching capacity mud pumps and tools for deployment. The bidder is required to **provide the documentary evidence** to establish the ownership and capacity of drill rigs proposed for deployment. **The core drilling machine having the capacity of drilling in NQ size for less than the depth capacities mentioned above will not be considered. Details of rigs available with the party for the proposed work should be furnished in the table as per Annexure – 3.**

- II. The drill rigs proposed for deployment should be **less than 10 years of age considered from the date of notification of RFP**. The documentary evidence should be submitted as proof.
 - III. The bidder is required to **provide documentary evidence** to establish the ownership of drill rigs proposed for deployment. Supporting documents with reference to the Drilling Rigs like tax invoices, equipment agreements, etc clearly indicating the capacity, model and make of the rigs should be submitted. Supporting documents without above details will not be considered as proof of possessing the rigs. Self-certification/third party certification is not considered as proof of possessing the rigs.
 - IV. If the proposed drill rigs are truck/tractor mounted, then the bidder shall submit the copy of the valid RTO Registration Certificate in respect of the truck/tractor
 - V. If required, GMDC may do the physical verification of drill rigs proposed for the subject RFP. The bidder will facilitate the same.
- d) The bidder shall have experience in Core drilling exploration work in different geological formations such Carbonatite, Carbonatite breccia, sovite, ankerite, fenite, basalt (trap) and , sandstone.
 - e) The bidder should have experience of drilling coring boreholes of the **depth of 300 metre** or more during last seven years calculated from closing date of submission of this RFP. **(Annexure-4A)**
 - f) The bidder should have the experience of conducting Multi-Para Geophysical Logging in previous 7 years. Documentary proof should be submitted along with the bid.
 - g) Availability of minimum one digital borehole camera capable of recording Azimuth and Dip. Borehole camera should be owned/hired by the firm. Documentary evidence indicating complete details of borehole camera should be submitted as per **Annexure -6**. Photographic survey instruments are not acceptable.
 - h) Experience of successfully completed works during the last seven (7) years **ending on the closing date of online submission of RFP**.
 - (a) Three similar completed works each costing not less than **Rs. 96 Lakh (or)**
 - (b) Two similar completed works each costing not less than **Rs. 144 Lakh (or)**
 - (c) One similar completed work each costing not less than **Rs. 192 Lakh**.

Similar works means Core Drilling works only. Only successfully completed works will be taken into consideration for evaluation. Part completed works and Work in progress will not be considered for evaluation. The bidder should have experience of cumulative core drilling of minimum 3000 m in the last seven years.

The value of executed works shall be brought to the current costing level by **enhancing the actual value of work at simple rate of 7% per annum**, calculated from

closing date of online submission RFP.

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

List of similar works carried out/completed (**Annexure-4**) and works in hand (**Annexure-5**) for last 7 years ending last date of submission of RFP.

Documents Required:

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

Note: Work Order / Job Completion Certificate issued by the authorized representative of the client / principal employer clearly indicating the scope, quantum of work, depth of boreholes, value of work should be furnished. Supporting documents without above details will not be considered as proof of experience. Self-certification/third party certification is not considered as proof.

- i) The Bidder must not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking. The Bidder shall need to submit No-Blacklisting Affidavit as per format specified in **Annexure 9**.
- j) The Bidder shall not have Conflict of Interest as per **Clause 15**.

7 FIXED RATE

- I) The bidder shall quote the firm rates considering all possible escalation during the currency of the contract**
- II) The rates quoted by the bidder shall remain firm during the pendency/currency of the contract and no price escalation will be considered/payable under this contract on any account whatsoever.**
- III) No advance payment will be provided.**

8 EVALUTION PROCESS

8.1 Opening of Technical Bid

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

the provisions set out hereunder in **clause 8.2**.

8.2 Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 5.4** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

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

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) The Technical Bid is submitted in Hard copy and Price Bid online properly as per the terms of the RFP. **Bidder shall not indicate rates in technical bid**. If, found so, the bid shall be rejected.
 - (ii) The Price Bid is submitted online at designated place in website <https://gmdctender.nprocure.com>
 - (iii) Technical Bid is accompanied by RFP fee and the EMD as specified in the **clause 2.5 and 3.5** of ITB (Information to Bidders) respectively.
 - (iv) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
 - (v) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - (vi) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - (vii) It does not contain any conditionality; and
 - (viii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out who's Bids are determined to be responsive.

b) Assessment of Pre-Qualification Criteria

- 1) GMDC shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in **clause 06** and have submitted all documents as per **clause 5.4** in order to qualify for next stage of assessment.
- 3) Assessments of technical bids to assign of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents.

8.3 Opening of Price Bid

- (i) The Price Bid shall be filled up by the Bidder as per E-RFP tendering at designated places through <https://gmdctender.nprocure.com> as per the indicative format specified in **Annexure 12** to this RFP.
- (ii) The Price Bids of only technically qualified Bidders shall be opened online.
- (iii) The time and date of opening of online Price Bids shall be informed to the Bidders who are declared as Technically Qualified Bidders. The technically qualified bidders can view the opened price bid online.
- (iv) The Bidder who quoted lowest rate in price bid shall be generally declared as Preferred Bidder (the "Preferred Bidder") and considered for award by following the due process

8.4 Clarification of Bids and Request for additional/missing information

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

8.5 Verification and Disqualification

- (i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification.

Qualification/Short listing of the agencies shall be subject to thorough verification of the original documents and their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by GMDC. The performance report from the executing authority shall also be considered for short listing.

In order to ensure the technical competence of the bidder, inspection of rigs and verification of the original documents of the credentials of the bidder may be carried out by a team of officers of GMDC. Bidders should give consent for physical inspection of rigs and verification of original documents and provide the details of locations of rigs and original documents of credentials when asked by GMDC. Failure to do so shall be treated as withdrawal of RFP and bidder **will be suspended for the period mentioned or penalized**. Further, the bidder shall not be allowed to participate in the re-RFP process of the work

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 thereunder.

- (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 14**.
- In case the Bidder has Conflict of Interest as per **clause 15**.
- A Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
- While evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the bidder or financial failure due to bankruptcy.
- A bidder who submits or participates in more than one Bid under this RFP.

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

- Take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.

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

8.6 Contacts during Bid Evaluation

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

and/ or their Contractors/ employees/representatives on matters related to the Bids under consideration.

8.7 Correspondence with Bidder

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

8.8 Confidentiality

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

9 SELECTION OF CONTRACTOR AND SIGNING OF AGREEMENT

9.1 Award of Contract

- (i) Work will be awarded by way of issuance of Letter of Award` to the lowest bidder (L1) if the rates are reasonable. If rates are not reasonable, negotiation with L1 only may be undertaken to arrive at a reasonable rate.
- (ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

9.2 Signing of Agreement

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement save and except any modifications arising from response to pre-bid queries, grammatical errors or any changes required to bring further clarity in RFP and Draft Agreement Terms.

- (ii) The Contractor shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 300/- denominations can be used as per requirement), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iii) After the signing of Agreement, the Successful Bidder shall be called the "Contractor".

10 PERFORMANCE SECURITY

- (i) The Contractor shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 30 days from the LOA, in the form of Demand Draft or Fixed deposit or an unconditional and irrevocable bank guarantee (**Annexure 14**) for amount of equivalent to **10% (Ten percent) of Total Contract Value (without GST) quoted for the Scope of Work** payable to GMDC by the Successful Bidder (the "**Performance Security**") from the banks approved by the Government of Gujarat except Cooperative Banks. Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that.

Such performance Security shall be in favor of **Gujarat Mineral Development Corporation Limited** and admissible and payable at Ahmedabad branch from Approved Bank to Authority (except co-operative banks). In case of fixed deposit, the same shall be pledged in favor of Gujarat Mineral Development Corporation Limited.

In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD

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

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

- a) In the event GMDC requires to recover any sum due and payable to it by the Contractor including but not limited to Damages; and which the Contractor has failed to pay in relation thereof; and
- b) In relation to Contractor's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement, the Contractor shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate the Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Contractor without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement. Such refund will be processed upon furnishing of evidences of compliance with all payments related to statutory norms. The evidence should be furnished within 90 days from the expiry of such agreement.
- (vii) The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the successful bidder in favor of "**Gujarat Mineral Development Corporation Limited**" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System".

11 COMMENCEMENT OF WORK/ ASSIGNMENT AND RATE OF PROGRESS

- a. Contractor shall commence and complete the work/assignment as specified in **clause no. 2 (C)** of section II. If the Contractor fails to sign the Agreement as specified in **Clause 9.2** of section III, commence & complete the assignment and submission of final deliverables, action shall be taken as specified herein in the following clauses from (b) to (e).
- b. If the contractor without reasonable cause, commits default in commencing the execution of the contract within 30 days' time of the issue of LOA, GMDC shall without prejudice to any other right or remedy, be at liberty, by giving 30 days' notice in writing to the contractor to commence the contract, failing which to forfeit the Earnest Money Deposit.
- c. If GMDC is not satisfied that the contract can be completed by the contractor and in the event of failure on the part of the contractor to complete contract within further extension of time allowed as before said, shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- d. If GMDC is not satisfied with the progress of the contract and in the event of the contractor to the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

- e. **Rate of Progress:** Performance of the contractor will be monitored on regular basis. If for any reason, which does not entitle Contractor to an extension of time, the rate of progress of the works or any section is at any time, in the opinion of GMDC too slow to ensure completion by the prescribed time or extended time for completion, GMDC shall so notify Contractor in writing and Contractor shall thereupon take such steps as are necessary and GMDC may approve to expedite progress so as to complete the works by the prescribed time or extended time.

12 PROPRIETARY DATA

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

13 TAX LIABILITY

- (i) The rates quoted in Price Bid 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) Any other fresh imposition of taxes or levies or variation in existing taxes & levies etc. during the currency of the contract by the Govt., if applicable after submission of the bid and payable by the successful bidder, the same shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective Bill No.
- (iii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act. **GST TDS @2% shall be applicable & deducted from each RA bills.**

14 FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the

Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.

- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Contractor as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Contractor shall not be eligible to participate in any RFP or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Contractor as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this **Clause 14**, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or 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;
 - (ii) **“Fraudulent practice”** means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (iii) **“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;
 - (iv) **“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
 - (v) **“Restrictive practice”** means forming a cartel or arriving at any understanding

or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

15 CONFLICT OF INTEREST

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the work/assignment (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder's Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
- b) GMDC requires that the Contractor provides professional, objective, and impartial advice and at all times hold GMDC's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Contractor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.
- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
 - A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
 - 1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
 - a) More than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its member or Associate is Company; and/or
 - b) More than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associate is a Limited Liability Partnership firm. And/or
 - B. A constituent of such Bidders is also a constituent of another Bidders; or.
 - C. Such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
 - D. Such Bidder has the same legal representative for purpose of this Bid as any other Bidders; or

- E. Such Bidder has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidders; or
- F. 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.

16 MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be constructed or interpreted as constructing 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 Contractor 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.
- f) Safety: Site Operations and Safety Regulations

- i. The CONTRACTOR shall be solely responsible for the adequacy, stability and safety of its operations on the Site.
- ii. The CONTRACTOR shall take all steps necessary to comply with the Owner's safety standards and requirements. Safety shall be an integral part of all tasks, jobs and work practices performed on site. In the event of any violation of safety measures by Contractor or its employee, Owner reserves the right to penalize Contractor/ or terminate the Contractor.
- iii. Education, training and reinforcement of safe working procedures shall be given prime importance in the Contractor's management of the Works.
- iv. Inside mine premise's movement of Contractor vehicle and manpower will be along an authorized route assigned by the mines manager for carrying out contractual activities.
- v. CONTRACTOR shall provide all necessary safety gadgets like Safety Shoes, hand gloves, safety glasses, ear muff and helmet etc. to their employees.
- vi. CONTRACTOR shall at all times follow all HSE policies as prescribed by Client.
- vii. The contractor/drilling agency shall be responsible for upkeep and safety of core boxes till closure of the borehole.

Contractor shall follow all safety rules and regulations as per Owner's Standard policies and guidelines and ensure strict adherence to the same.

SECTION IV: CONTRACT FEES AND PAYMENT TERMS

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

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

- a) The Prices are being invited and to be quoted for Contractor's scope as per the price bid format specified in **Annexure 12** (Format of Price Bid) in RFP.
- b) The bidder shall quote the firm rates considering all possible escalation during the currency of the contract.
- c) The rates quoted by the bidder shall remain firm during the pendency/currency of the contract and **no price escalation** shall be considered under this contract on any account for whatsoever reason.
- d) No advance payment will be provided.
- e) For payment purposes, the contractor shall submit monthly running account bills at corporate office to General Manager (Geology) at "Khanij Bhavan", 132 feet ring road, Gujarat University ground, Vastrapur, Ahmedabad - 380052 on monthly basis, only for the completed boreholes, supported by Joint measurement certificate (JMC) of boreholes duly signed by Site Geologist and the representative of Contractor for payment. Payment for eligible abandoned boreholes will be made in the final running bill only subject to restriction as per **clause 1.11** of section II.
- f) A borehole will be deemed as completed after
 - I) The borehole is drilled satisfactorily upto the target depth and the core recovery, deviation are within the prescribed limits.
 - II) The data including deviation survey, multi para logging (where applicable), and core photographs have been properly recorded and handed over to the site geologist.
- k) On receipt of the monthly running bills, GMDC will make 90% payment within 21 days of receipt of the same as per satisfaction of GMDC office upon verifying the invoice subject to following deduction.
 - i. Tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
 - ii. Cost of any services provided / material supplied plus 10% administrative charge plus applicable taxes, if any, by the GMDC.
 - iii. Liquidated damages leviable as per **clause No.7** of Section V
 - iv. Other deductions, if any.

The remaining 10% payment shall be released at the end of the contract on submission of all reports and deliverables.

- l) Payment will not be made for the boreholes not drilled as per scope of work.

- m) Applicable GST if payable by the successful bidder, shall be reimbursed by GMDC at actual subject to submission of documentary proof of having remitted / adjusted the GST and to the extent directly related to the services rendered by the successful bidder under the contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Contractor.
- n) The payment will be made through RTGS/NEFT. The bidder will submit Bank details with a cancelled cheque before release of payment.

SECTION V: OTHER TERMS AND CONDITIONS

1. GENERAL

1.1. Principles of Interpretation

- a. The table of contents, numbers, headings and marginal headings in this 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 RFP, the following shall apply:
 - (i) Between the Articles and the Schedules, the Articles shall prevail:
 - (ii) Between any value written in numerals and that in words, the latter shall prevail.

1.2. Relationship between Parties

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

1.3. Rights and Obligations

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

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

1.4. Governing Law and Jurisdiction

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

1.5. Language

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

1.6. Table of Contents and Heading

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

1.7. Notices

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

If to Authority;

General Manager (Geology)

Email: gm.geology.co@gmdcltd.com

Contact Number: +91- 9727792723

Board Lines: 079-27913501, 079-27913200

Address: "Khanij Bhavan", 132 ft Ring Road

Gujarat University Ground, Vastrapur

Ahmedabad-380052

If to Contractor;

1.8. Authorised Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Contractor may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC representative shall be General Manager (Geology), GMDC Ltd.
- c) The Contractor may designate one of its employees as Contractor's Representative. Unless otherwise notified, the Contractor's Representative Shall be: _____

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

If the Contractor does not commence/complete the Services within the period specified in RFP, GMDC may, by not less than 15 days' notice to the Contractor, declare this contract to be null and void, and in the event of such a declaration, the contract shall stand terminated, and the Contractor shall be deemed to have accepted such termination.

1.10. Contract period

The contract shall remain in force for the work execution period mentioned in **Clause 2(c)** of Section II or any extended time for completion from the date of commencement of work as per the RFP.

2. FORCE MAJEURE

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

3. TERMINATION OF CONTRACT

If at any time during the currency of this contract, any breach occurs due to the reasons attributed to the Contractor, GMDC may, by not less than 15 days' notice to the Contractor and GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Contractor. GMDC shall be entitled to forfeit Security deposits as Liquidated damages. No compensation shall be payable by GMDC.

4. SUSPENSION OR FORCLOSURE OF CONTRACT

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

5. OBLIGATIONS OF THE CONTRACTOR

5.1. General

5.1.1. Standard of Performance

The Contractor 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 Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GMDC, and shall at all times support and safeguard GMDC's legitimate interests in any dealings with Third Parties.

5.1.2. Terms of Reference

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

5.1.3. Applicable Laws

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

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

The remuneration of the Contractors pursuant to Payment Terms specified in RFP SECTION IV hereof shall constitute the Contractor's sole remuneration in connection with this Contract or the Services and, the Contractors shall not accept for their own benefit

any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Contractors shall use their best efforts to ensure that any Sub-Contractors, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

5.1.5. Contractors and Affiliates not to engage in Certain Activities

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

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

5.1.6 No subletting

The contract shall not be assigned for sublet. If the contractor shall assign or sublet this contract, or attempts to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so, or, if any gratuity, gift, loan, perquisite reward or advantage, pecuniary or other offered by the contractor, or any of his servants or agents to relating to his office or employment or if any such officer in the contract, GMDC shall have power to adopt any of the courses as he may deem best-suited in the interest of GMDC.

5.1.7 Confidentiality

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

5.2. Insurance to be taken out by the Contractor

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

- (iii) The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Contractor specialists associated with the Contractors for the purposes of the Services, nor for any member of any such person

6. OBLIGATIONS OF GMDC

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

- a) Obtain forest clearance from forest department in case the borehole location falls within notified forest area. In the event of a delay in getting the forest clearance from the GMDC side, no liquidated damages shall be deducted for that delay period, and the contract period for delay may be extended proportionately.
- b) Provide the Contractor and its Personnel with any other documents as may be necessary to enable the Contractor or its Personnel to perform the Services.
- c) Issue to officials, agents and representatives of GMDC all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- d) GMDC will provide all support required for the assignment.
 - 1. The proposed borehole location plan & Bore hole co-ordinates of all the areas to be covered under exploration.
 - 2. The location (on plan & Field) of minimum two benchmarks with RL and co-ordinates within close proximity of areas of Exploration.
- e) GMDC may provide accommodation at their guesthouses on chargeable basis, subject to availability. The applicable charges are the same as for GMDC employees on official business visit.
- f) Any other information available with GMDC as may be required by the Contractor, subject to internal and external confidential requirements. If necessary, a Non – disclosure Agreement will be signed.

7. LIQUIDATED DAMAGES

- a) If the successful bidder fails to deliver the services within the delivery period/ contract period and any extension thereof, unless such failure is due to force majeure situation or due to GMDC default, liquidated damages (LD) shall be imposed by GMDC on the successful bidder. However, imposition of LD shall be without prejudice to the other remedies available to GMDC under the terms of the RFP document. In case of reasons, which are beyond the control of the contractor shall be jointly recorded and certified by the Site Geologist. For such delay no liquidated damage shall be deducted.
- b) In case of delay in delivery of the services, the LD shall be imposed @ 0.5% (zero-point five percent) of the contract value per week subject to maximum of 5% of contract value (excluding taxes and duties). If the delay in completion of work is on the account

of successful bidder is more than 10 weeks, then the security deposit (SD). GST on LD shall be recovered in addition to the LD amount. More than 3 days will be counted as one week for the purpose of determination of LD.

- c) In case, if the contractor fails to mobilize resources within stipulated time as per the "Action Plan / Work order", the liquidated damages would be charged @ Rs 10,000/- per day for maximum 15 days. Later on, GMDC will take suitable decision for continuation or termination of contract as deem fit including forfeit of EMD/SD.
- d) GMDC shall have full liberty to realise the LD through the following ways:
- i. Appropriation of the Performance Security.
 - ii. Appropriation of EMD (in case provision of Performance Security does not exist);
 - iii. To deduct the liquidated damage from any sum due or to become due hereunder, or under any other contract with Contractor or may otherwise recover from Contractor all sums that may become due to GMDC by virtue of any of the terms thereof.
 - iv. Without prejudice to any other method of recovery, deduct the amount of such damages from any amount in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve Contractor from his obligation to complete the contract work, or from any other of his obligation and liabilities under the contract.
 - v. Nothing in this RFP shall prevent GMDC from exercising its right of termination of contract under **clause no. 3** of Section V hereof and associated clauses there under and GMDC shall be entitled, in the event of exercising its said right of termination after the date of final completion of the work to liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due consequent to a termination under **clause no. 3** of Section V hereof.
- e) Any waiver of LD shall be at the sole option/discretion of GMDC only and any extension must be in writing and with the approval of the competent authority of GMDC.

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

8. DISPUTE RESOLUTION

8.1. Amicable Solution

- (a) Save where expressly stated otherwise in RFP document, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the contract including incompleteness of the Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and Contractor in

accordance with the procedure set forth in sub-article (b) below.

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

8.2. Arbitration

(a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in **Clause 8.1** shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

(b) Place of Arbitration

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

(c) Procedure

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

(d) Enforcement of Award

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

(e) Fees and Expenses

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be

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

8.3. Performance during Dispute Resolution

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

8.4. Change in Law

Nothing in this contract shall entitle the Bidder to claim additional payment against the work executed or being executed or likely to be executed upon the change in law by Government of India or State of Gujarat as regards any taxes, liabilities arising out of work contract, judgments of court etc. That nothing under the said laws shall create any additional liability on the GMDC LTD. over and above that set out herein. That unforeseen circumstances in the working of the said contract shall not entitle Agency to abandon or demand additional payment under a different head not originally mentioned herein and hence nothing except what is contained in the present contract shall constitute binding obligations between parties.

8.5. Right to review the Performance

Authority reserves the right to review and assess the performance of the work upon completion of period of one year or at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GMDC LTD. in its absolute rights and discretion may take appropriate action including termination of the contract.

8.6. Modification of Agreement

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, changes in penalty etc., if necessary, after considering the conditions prevailing at that time.

SECTION VI: ANNEXURE

Annexure 1: Letter of Bid Submission for RFP no. GMDC/GEO/04/2026

{On Bidder's letterhead}

Dated:

To

General Manager (Geology)

Gujarat Mineral Development Corporation Limited

Email: gm.geology.co@gmdcltd.com

Contact Number: +91- 9727792723

Board Lines: 079-27913501, 079-27913200

Address: "Khanij Bhavan", 132 ft Ring Road

Gujarat University Ground, Vastrapur

Ahmedabad-380052

Subject: Submission of Bid in response to RFP No....., date: ----- for Core Drilling at Ambadungar Fluorspar Mine, Taluka: Kawant, District: Chhota Udepur, Gujarat".

Dear Sir/Madam:

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

A. Physical submission of

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

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

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

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

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

Annexure 3: Details of rigs proposed for the deployment

Details of drill rigs likely to be used for carrying out the work. (invoice of the drill rigs are to be submitted separately)													
S. No	Name of equipment	Rig Sl. No.	Make	Model	Drilling Capacity in N size (in metre)	Type of Mechanism Hydrostatic/Mechanical)	Mounting (Crawler/truck/Tractor/Skid)	Year of Manufacture	Year of Purchase	Present Condition	Ownership status Presently owned Leased	Current location	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	DRILL RIG-1												
2	DRILL RIG-2												
3	DRILL RIG-3												
4	DRILL RIG-4												

Documentary evidence:

- A. If the drill rig is truck/tractor mounted, RTO registration document is to be submitted.**
B. Documentary evidence viz valid insurance cover note, copy of invoice, technical specification brochure, etc.

Annexure 4: Details of works completed**Details of all works of similar nature completed during the last seven years
(work completion certificates are to be attached)**

S. No.	Brief Description of the work awarded	Name and address of the client	Value of work in Lakhs (Rs.)	Drilling Quantity awarded in metres	Date of commencement as per contract	Completion Period	Stipulated date of completion	Actual date of completion	No. of rigs deployed	No. of BHs Drilled	Depth Range of BHs Drilled	Quantity of drilling actually executed in metres	Value of executed work (in Lakhs INR) as per completion certificate	Litigation /arbitration cased pending/ in progress with details *	Name and address/ telephone number of officers to whom reference may be made	Remarks (whether work completion certificate enclosed or not)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

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

Annexure 4A: DETAILS OF DRILLING BORE HOLES OF DEPTH 300m OR MORE BY CORING DURING LAST SEVEN YEARS (WORK COMPLETION/BORE HOLE COMPLETION CERTIFICATES ARE TO BE ATTACHED)

S. No.	Name & Address of The Client	Brief Description of Work	Work Order No. & Date	Drilling Quantity Awarded	Depth range of Bore holes	Total no. of boreholes	No.of boreholes ≥ 300 m	Name and address/telephone number of officer to whom reference may be made	Remarks (whether work completion/Bore Hole Completion certificate enclosed or not)
1	2	3	4	5	6	7	8	9	10

Annexure 5: Details of works in hand

S. No.	Name of the work/ Project and location	Name and address of the client	Work Order no. and date	Cost of work (Rupees in lakhs)	Drilling Qty Awarded (in metre)	No. of Rigs Deployed	Depth range of Bore Holes	Date of commencement as per contract	Stipulated date of completion	Drilling Completed upto date	Slow progress if any and reason thereof	Name and address/telephone number of officers to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14

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

Annexure 6: Details of survey/Logging Instruments

Sr. No	Equipment/Instruments	Details/Specifications	Owned/Leased	Make/Model	Capacity
1	Digital Borehole deviation Survey camera				

Annexure 7: Team Composition and Task Assignments

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

**Annexure 8: Financial Turn Over for last three Years (years 2024-25, 2023-24, 2022-23)
and Profit/Loss for Last 5 years (years 2024-2025, 2023-2024, 2022-2023, 2021-2022, 2020-2021)**

duly certified and audited by the Chartered Accountant

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

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

Years*	Turnover (Rs. Lakhs)	Profit/Loss (Rs. Lakhs)	Remarks
2024-25			
2023-24			
2022-23			
2021-22	---		
2020-21	---		

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

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

UDIN number:

Annexure 9: No Blacklisting certificate

(On a Stamp Paper of Value Rs 300)

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

No-Blacklisting Affidavit

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

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 2026.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

**Annexure 10: Format of power of attorney for authorizing Bidder's Signatory
(NOT REQUIRED IN CASE OF PROPRIETARY FIRMS)**

(On a Stamp Paper of Value Rs 300/-)

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

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

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

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

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

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

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

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

Annexure 11: Undertaking for information and documents provided

I/We, _____ Partner/Legal Attorney/ Accredited Representative of
M/s. _____, solemnly declare that

1. I/We are submitting bid for drilling work in _____ area, _____ District, State of _____ against RFP No. _____, Dated _____, RFP No. _____
2. None of the Partners of our firm is relative of employee of Gujarat Mineral Development Corporation Limited (GMDC Ltd)
3. All information furnished by me/us in respect of fulfillment of eligibility criteria and Qualification information of this RFP is complete, correct and true.
4. All documents/credentials submitted along with this RFP are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect at any time, GMDC may cancel our Bid and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues and banning/de listing of our firm and all partners of our firm etc.
6. I / We, hereby RFP for the execution of the work for the President of India within the time specified in RFP
7. I / We have read and examined all the sections and other documents and rules referred to and all other contents in the RFP documents for the work and accordingly I / We, hereby submit credentials and other documents as are provided for, by, and in respects in accordance with, such conditions so far as applicable.
8. I / We have understood the entire scope of work and rates quoted accordingly. We shall carry out the work as per Schedule of Quantities, technical specifications and complete the work within stipulated time to the entire satisfaction of the Department.
9. I / We have visited the area and understood the topography and ascertained the logistic supports and facilities available or to be generated for carrying out drilling operations and submitting RFP accordingly.
10. I / We also declare that we have not executed similar projects through another contractor on back-to-back basis.
Further that, if such violation comes to the notice of Department, then we shall be debarred for bidding in GMDC in future forever. Also, if, such violation comes to the notice of the Department before date of start of work, bidder will be suspended. GMDC shall be free to forfeit the entire amount of Performance Guarantee etc.
11. Should this RFP be accepted I/we hereby agree to abide by and fulfil all the terms contained in the RFP document which has been read by me, read and explained to me so far as applicable, or in default thereof to forfeit and to the President of India or his successors in office the sums of money mentioned in the conditions.
12. Demand Draft or Call Deposit Receipt of Schedule Bank _____ is forwarded herewith for the sum of Rs.

_____ as earnest money, the full value of which is to be absolutely forfeited to the President of India or his successors in office, without prejudice to any other or remedies of the said President or his successors in office should I/we fail to commence the work specified in the above memorandum, in accordance with the clause I of the said conditions of the contract otherwise the said sum of Rs. ___ retained by GMDC as an account of such security deposit as aforesaid.

Signature of the Bidder

Date -----

Seal

NOTE: This undertaking in original should be submitted with Technical Bid

Annexure 12: Indicative Format of Price Bid

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE **SUBMITTED ONLINE ONLY** at designated places through <https://gmdctender.nprocure.com>)

Sr. No.	Description	SAC Code	Approx. Quantity (in Metre.)	Unit rate (Rs. Per Metre) (incl. of all taxes and levies except GST)	Total Amount (In Rs.)
			A	B	C=A x B
1.	Core Drilling at Ambadungar Fluorspar Mine, Taluka: Kawant, District: Chhota Udepur, Gujarat".	The SAC code, which stands for Service Accounting Code, is used in India to classify and determine the applicability of GST on services provided within the country. It functions similarly to the Harmonized System Nomenclature (HSN) code used for Indian goods.	7,500		ABC
2.	Multi-Para Geophysical Logging		1,500		XYZ
	Total				ABC+XYZ

Notes:

- (1) For the purpose of Bid evaluation, total value contract fees quoted above in the cell marked (ABC+XYZ) shall be considered. However, payment shall be based on actual invoicing based on work carried out by bidder.
- (2) The Bidder to quote basic rates charges inclusive of all other taxes and levies except applicable GST. Applicable GST, over and above approved Contract Fees, at the time of invoicing shall be reimbursed by GMDC on production of proof of payment made. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Contractor.
- (3) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- (4) The above quoted rates represent remuneration of Bidder's staff, Travel expense, expense towards dime, hotel stay, office rents, conveyance, and any other expense to be incurred for executing Terms of Reference at various locations.

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

**Annexure 13: Format for Bank Guarantee for towards Bid security/Earnest Money Deposit
(On Non-judicial Stamp paper to be submitted along with submission of bids)**

..... (Name of the Bank)

Address.....

Guarantee No.....

A/C Messrs..... (Name of Bidder)

Date of Expiry.....

Limit to liability (currency & amount)

Invitation for RFP No..... Dated..... (bidding document)

For..... (Name of work)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....202_

To,

General Manager (Geology)

Gujarat Mineral Development Corporation Limited

Address: "Khanij Bhavan", 132 ft Ring Road

Gujarat University Ground, Vastrapur

Ahmedabad-380052

Dear Sir,

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

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

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

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

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

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

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.

9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

(I) Our liability under this Bank Guarantee shall not exceed **Rs _____/- (Rupees _____ only)**

(II) This Bank Guarantee is valid up to _____ (Date).

(III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____ (Date).

(IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

(V) Details: 7037. SFMS Message: GMDC530265584

Message type to be selected 760-Issuance or 767-Amendment of BG

Yours faithfully

For _____ (Name of the Bank)

Annexure 14: Format for Bank Guarantee for Performance Security

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

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

Date.....20__

To
General Manger (Geology),
Gujarat Mineral Development Corporation Limited
Khanij Bhavan, 132-Ft Ring Road, Near University Ground
Vastrapur, Ahmedabad-380052.
Gujarat, India.

Dear Sir,

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

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

charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Contractor of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid

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

9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____ (Name of the Bank)

Annexure 15:

SOLVENCY CERTIFICATE
FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./Sri _____ having marginally noted address, a customer of our bank is / is respectable and can be treated as good for any engagement upto a limit of ₹ _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date:

Place:

(Signature)
For the Bank

NOTE:

- (1) Banker's certificates should be on letter head of the Bank.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
- (3) Scanned copy of this certificate should be uploaded by the firms during online submission of bid.
- (4) The Solvency certificate should not be older than one year on last date of receipt of RFP

Annexure 16: List of Approved Banks to GMDC for EMD and Performance Security if Bidder intends to submit Bank Guarantee (Except-Cooperative Bank)

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

Government of Gujarat

Finance Department

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

Date: 01/05/2025

Read: FD GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O Dt 11/03/2024

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 11/03/2024.

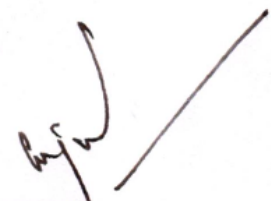
After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

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

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

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



(Arvind V.)

Joint Secretary (Budget)

Finance Department

To,

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

Principal Secretary to Hon. Chief Minister

PS to Hon. Finance Minister

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

PS to Chief Secretary

PS to Principal Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Additional Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

Annexure I.**Finance Department, GR. No.: FD/MSM/e-file/4/2024/2859/D.M.O.****Date: 01/05/2025**

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

❖ **All Nationalized Banks**

- (B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2026. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

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

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

(Arvind V.)

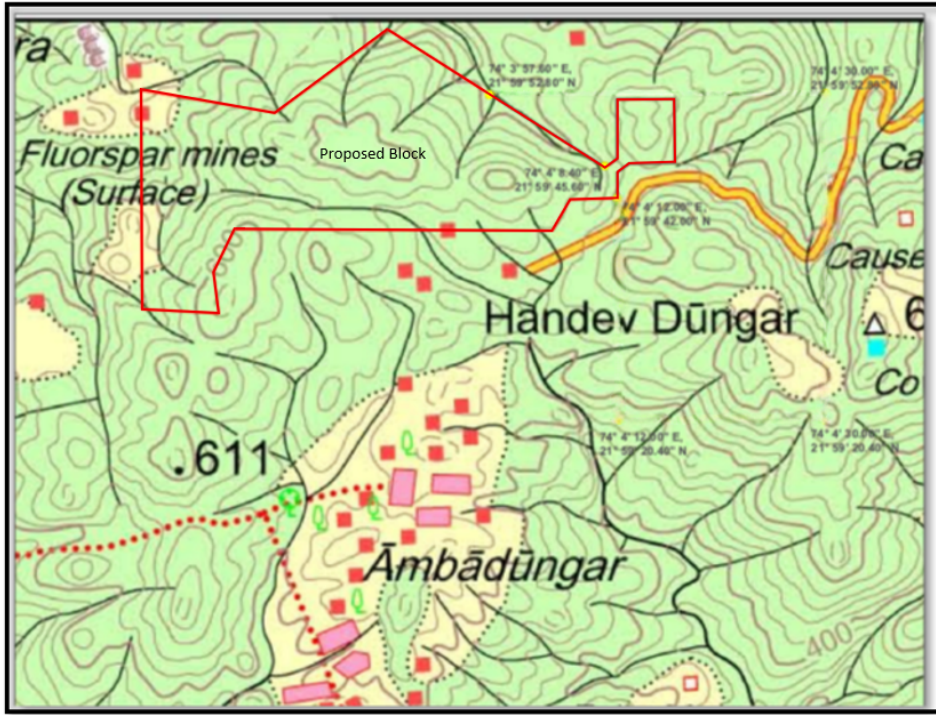
Joint Secretary (Budget)

Finance Department

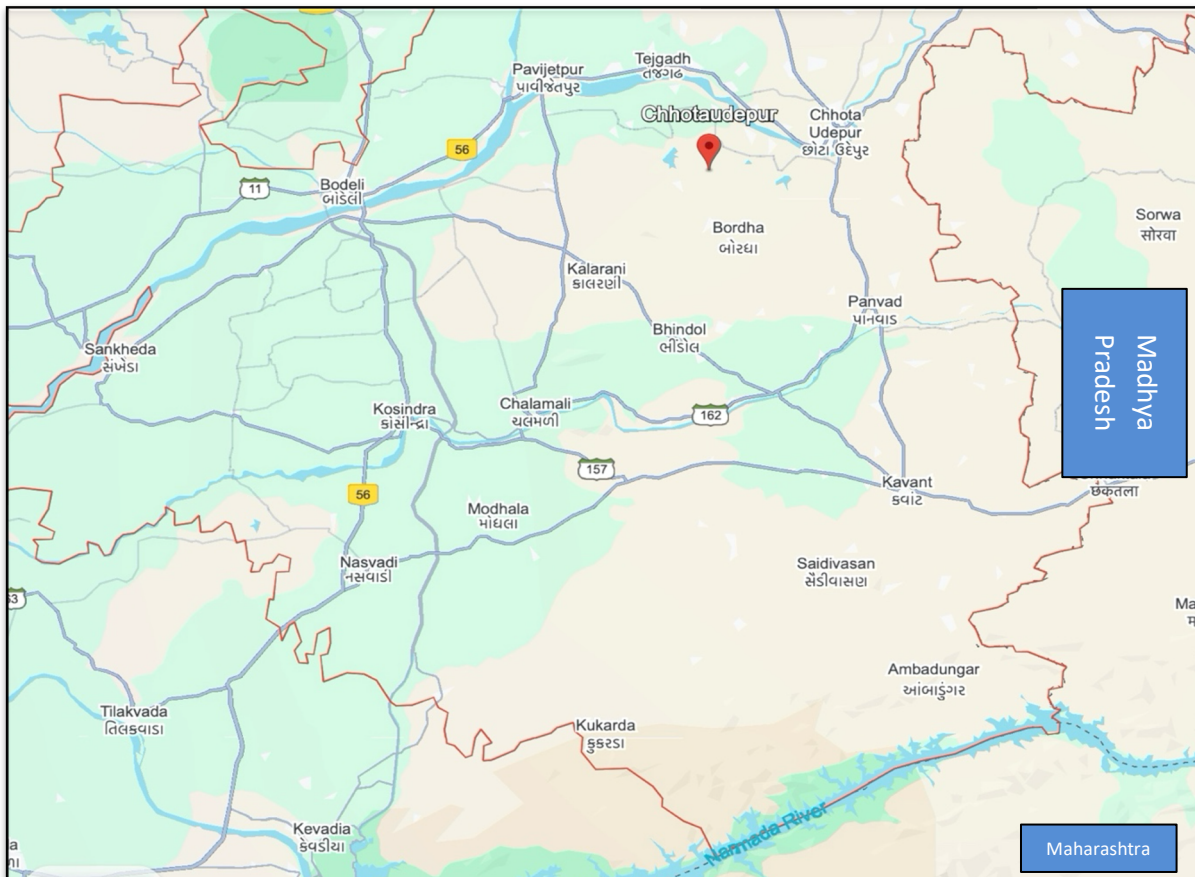
Annexure 18: Bidders Details for Registration Purpose only.

Name Of Bidder:	
ADDRESS:	
STATE	
CITY	
PINCODE	
EMAIL	
PAN NO.	
ADHAAR NUMBER	
GST NUMBER	
Contact person name	
Designation:	
Mobile No.	
BANK Details (Attach copy of cancelled cheque)	
Bank NAME	
BRANCH	
Account Number	
Type of Account (SA/CA/CC)	
IFSC code	
Proprietorship/Partnership	

Annexure 19: Location Map

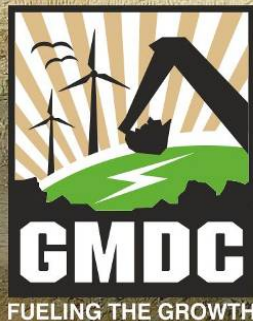


Location Map of Ambadungar Fluorspar Project, Kadipani, Ta- Kawant, Dist – Chhota-Udepur, Gujarat.
Toposheet No.- 46K/1



Annexure 20: CHECKLIST

Sl.NO	Document	Remarks	Confirmation of submission (YES/NO)
1	Whether Price Bid submitted online	Price bid to be submitted online ONLY	
2	RFP Fee attached	Applicable to non MSE firms	
3	EMD attached	Applicable to non MSE firms	
Documentary evidence with respect to:			
4	Possession of Rigs	Minimum 3 rigs	
5	Availability of minimum one digital borehole camera	Proof of ownership	
6	Experience in Core drilling		
7	Experience in Multipara geo physical logging		
8	Drilling coring boreholes of the depth of 300 metre or more		
9	Experience of successfully completed works during the last 7 years		
10	Balance sheets/ profit & loss statement	For the years (2024-2025, 2023-2024, 2022-2023, 2021-2022, 2020-21)	
11	Annual Turnover	Certificate of statutory auditor	
12	Income Tax returns	preceding three assessment years, i.e. 2022-23, 2023-24, 2024-25.	
13	Solvency Certificate (should not be older than one year)	issued by a Nationalized Bank/Scheduled Bank	
Annexures:			
14	All applicable annexures mentioned in Section VI	Duly filled applicable annexures	



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