



**Gujarat Mineral Development Corporation Limited**

**REQUEST FOR PROPOSAL FOR**  
**EMPANELMENT OF THE AGENCY FOR HIRING OF PASSENGER**  
**VEHICLES**

**RFP Number GMDC/POWER/HO/06/23-24**

**General Manager (Power & Purchase)  
POWER DEPARTMENT**

**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED**

**(A Govt. of Gujarat Enterprise)**

**CIN: L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT**

**“KhanijBhavan”, 132 Ft. Ring Road, Nr. University Ground, Vastrapur, Ahmedabad-380052.**

**Phone: 079-27910933(D)/27913200/3501/0665/1662 Fax: 079-27913891/1454**

*E-mail: [power@gmdcltd.com](mailto:power@gmdcltd.com); [jndave@gmdcltd.co.in](mailto:jndave@gmdcltd.co.in)*

*Website <http://www.gmdcltd.com>*

**Table of Contents**

<b>Cl. No.</b>	<b>Particulars</b>	<b>Page No</b>
<b>1.</b>	<b>Purpose of the Document</b>	<b>7</b>
<b>2.</b>	<b>About GMDC</b>	<b>7</b>
<b>3</b>	<b>Location of Works</b>	<b>7</b>
<b>4</b>	<b>General Instructions to Bidder</b>	<b>7</b>
<b>4.1</b>	<b>Cost of Bidding</b>	<b>7</b>
<b>4.2</b>	<b>Due Diligence</b>	<b>7</b>
<b>4.3</b>	<b>Clarification of Bidding Documents</b>	<b>8</b>
<b>4.4</b>	<b>Amendment of RFP Document</b>	<b>8</b>
<b>4.5</b>	<b>Contact Details</b>	<b>8</b>
<b>4.6</b>	<b>Language of Bid</b>	<b>8</b>
<b>4.7</b>	<b>Late Bids</b>	<b>8</b>
<b>4.8</b>	<b>Right to Accept Proposal</b>	<b>8</b>
<b>4.9</b>	<b>Period of Validity of Bids</b>	<b>9</b>
<b>4.10</b>	<b>Sub Contract</b>	<b>9</b>
<b>4.11</b>	<b>Consortium / Joint Venture</b>	<b>9</b>
<b>4.12</b>	<b>Change in Law</b>	<b>9</b>
<b>4.13</b>	<b>Interpretation</b>	<b>10</b>
<b>4.14</b>	<b>Acceptance of all the terms and conditions</b>	<b>10</b>
<b>5.</b>	<b>Earnest Money Deposit</b>	<b>10</b>
<b>6.</b>	<b>RFP Processing Fee</b>	<b>11</b>
<b>7.</b>	<b>Security Deposit</b>	<b>11</b>
<b>8.</b>	<b>Procedure for Submission of the Bid</b>	<b>12</b>
<b>9</b>	<b>Eligibility and Qualification Criteria of Bidder</b>	<b>13</b>
<b>9.1</b>	<b>Experience</b>	<b>13</b>
<b>9.2</b>	<b>Financial</b>	<b>14</b>

<b>9.3</b>	<b>Blacklisting of the Bidder</b>	<b>14</b>
<b>10</b>	<b>Evaluation of Bid</b>	<b>14</b>
<b>11.</b>	<b>Scope Of Work</b>	<b>18</b>
<b>12</b>	<b>Period and Duration of work</b>	<b>25</b>
<b>13</b>	<b>Payment Terms (Payment of Running Account Bills)</b>	<b>25</b>
<b>14</b>	<b>Fuel Price Escalation/ Rate Variation</b>	<b>26</b>
<b>15</b>	<b>Liquidated Damages (L.D)</b>	<b>27</b>
<b>16</b>	<b>Penalty</b>	<b>27</b>
<b>17</b>	<b>Insurance</b>	<b>28</b>
<b>18.</b>	<b>Discussion</b>	<b>28</b>
<b>19</b>	<b>Issuance of LOI &amp; Work Order</b>	<b>28</b>
<b>20.</b>	<b>Statutory Obligation</b>	<b>29</b>
<b>21.</b>	<b>Notice</b>	<b>29</b>
<b>22.</b>	<b>Canvassing Not Permitted</b>	<b>29</b>
<b>23.</b>	<b>Bankruptcy</b>	<b>30</b>
<b>24.</b>	<b>Termination of Contract</b>	<b>30</b>
<b>25.</b>	<b>Governing Law</b>	<b>30</b>
<b>26.</b>	<b>Arbitration</b>	<b>30</b>
<b>27.</b>	<b>Jurisdiction</b>	<b>31</b>
<b>28</b>	<b>Non fulfillment of Terms &amp; Condition of contract</b>	<b>31</b>
<b>29.</b>	<b>Foreclosure</b>	<b>31</b>
<b>30.</b>	<b>Force Majeure</b>	<b>32</b>
➤	<b>Annexure “A”</b>	<b>33</b>
➤	<b>Annexure “B”</b>	<b>34</b>
➤	<b>Annexure “C”</b>	<b>35</b>
➤	<b>Form PA</b>	<b>36</b>



➤	<b>Form PB</b>	<b>37</b>
➤	<b>Form PC</b>	<b>38</b>
➤	<b>Form PD</b>	<b>39</b>
➤	<b>Form PE</b>	<b>40</b>
➤	<b>Form PF</b>	<b>41</b>
➤	<b>Form PP</b>	<b>42</b>
➤	<b>Format of Bank Guarantee for Earnest Money Deposit (EMD)</b>	<b>44</b>

**RFP NOTICE**

**GMDC/POWER/HO/06/2023-24**

<b>Place of work</b>	Corporate Office of GMDC, Ahmedabad.
<b>Brief Description of work</b>	Request for proposal for Empanelment of Agency for Hiring of passenger vehicles for GMDC Corporate office, Ahmedabad.
<b>Period of contract</b>	The duration of contract will be of 3 (Three) years from the date of acceptance of Letter of Intent. However the said period of contract may be extended further as per the requirement of GMDC and sole discretion of GMDC on the same terms and conditions of the contract subject to satisfactory performance of the Successful Bidder.
<b>Estimated Contract Value</b>	Rs. 1,98,00,000/- (Rupees One Crore Ninety-Eight Lakh Only) for 3 years excluding GST
<b>Availability of RFP</b>	RFP Document will available on the GMDC website ( <a href="http://www.gmdcltd.com">www.gmdcltd.com</a> ) and nprocure portal ( <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> ).  Bids shall be required to be submitted online on the nprocure portal ( <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> ).
<b>EMD (Earnest Money Deposit)</b>	Rs. 5,94,000/- (Rupees Five Lakh Ninety Four Thousand Only) in any one of following form <ul style="list-style-type: none"> <li>➤ DD in favour of GMDC Ltd. Payable at Ahmedabad.</li> <li>➤ Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.</li> <li>➤ Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at Annexure-B for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.</li> <li>➤ Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with RFP documents. RTGS details for payment (Annexure-B) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379</li> <li>➤ IFSC: ICIC0000024</li> </ul> <p><b>Relaxation in terms of submission of RFP shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</b></p>
<b>Bid Processing Fee</b>	Rs 15000/- plus GST @18% aggregating to Rs. 17700/- (Rupees Seventeen Thousand Seven Hundred Only) payable by Demand Draft /FD/ BG drawn in favor of "GMDC Ltd." payable at Ahmedabad.  <b>Relaxation in terms of submission of RFP shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</b>

<b>Commencement of RFP</b>	From Dt. 23/08/2023
<b>Deadline for receiving queries from Bidder</b>	Bidders may send their queries by 04/09/2023 up to 17:00 hrs. on the following e-mail ID: <a href="mailto:indave@gmdcltd.co.in">indave@gmdcltd.co.in</a> , <a href="mailto:power@gmdcltd.com">power@gmdcltd.com</a>
<b>Pre-Bid meeting</b>	The pre-Bid meeting shall be held at 1100 hrs. on 08/09/2023 at the following address: Gujarat Mineral Development Corporation Ltd Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052
<b>Last date of submission of bid through online</b>	20/09/2023 Up to 18:00 Hrs.
<b>Last date of submission of physical documents i.e. EMD, RFP Fee etc.</b>	20/09/2023 up to 18:00 Hrs. at Corporate office, Ahmedabad.
<b>Date and time for online opening of preliminary bid.</b>	21/09/2023 at 11:00 Hrs.
<b>General and Important Terms and Conditions</b>	<ol style="list-style-type: none"> <li>1. GMDC reserves absolute right/discretion to accept and/or reject any or all the RFP received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.</li> <li>2. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.</li> <li>3. GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFP on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum.</li> <li>4. GMDC reserves the rights to modify or alter any Condition of the RFP.</li> <li>5. The Bidders are advised to submit their price bid online on <a href="https://www.gmdc.nprocure.com">https://www.gmdc.nprocure.com</a> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.</li> <li>6. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.</li> <li>7. In the event of any two price bids being the same then in such situation the bidder who have higher average turnover of last three financial year (i.e.2020-21,2021-22and 2022-23) shall get preference</li> </ol>

## **1. Purpose of the Document.**

The Notice Inviting Hiring of the vehicle (this document) floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is to select Successful Bidder which would be responsible to carry out work for Empanelment of the agency for hiring passenger vehicles at GMDC Corporate office, Ahmedabad for a period of three years at the quoted commercials and executed contract terms & conditions.

## **2 About GMDC:**

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer institution in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in Gujarat. GMDC's mining activities are spread all over Gujarat. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese. GMDC has also set up a 250 MW lignite based Thermal Power Station at NaniChher in Kutch, Wind power plant of 200 MW at Maliya, Jodiya, Godr, Bhanvad, Bada, Varvada, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

## **3 Location of Work**

GMDC Corporate Office Located at -132 Feet Ring road, University ground, Vastrapur, Ahmedabad-380054.

## **4 General Instructions to bidder**

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals.

### **4.1 Cost of Bidding**

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

### **4.2 Due Diligence**

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

#### **4.3 Clarification of Bidding Documents**

GMDC LTD. shall make best efforts to respond to any request for clarification of the RFP Document. The response/clarification shall to the extent possible be made in writing.

#### **4.4 Amendment of RFP Document**

At any time before the deadline for submission of bids, GMDC LTD may modify the RFP Document for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the RFP document would be displayed on GMDC Web Site and all such amendments shall be binding on the Bidder without any further act or deed on GMDC LTD part. In the event of any amendment, GMDC LTD reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidder reasonable time in which to take the amendment into account while preparing their bids. GMDC LTD may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.

#### **4.5 Contact Details**

All inquiries concerning this procurement are to be addressed to the following:

General Manager (Power &Purchase)  
Gujarat Mineral Development Corporation Ltd.  
KhanijBhavan, 132<sup>nd</sup> Ring Road, University Ground,  
Vastrapur, Ahmedabad 380 052 ,  
EPABX :079-27913501, 27913200Extn.No :1760  
E-mail:power@gmdcltd.com; jndave@gmdcltd.co.in

#### **4.6 Language of Bid**

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between GMDC LTD., and the Bidder would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidder may be in another Language provided they are accompanied by an accurate translation in English Language.

#### **4.7 Late Bids**

Any bid received by GMDC LTD., after the deadline for submission of bids prescribed by GMDC LTD., summarily rejected. GMDC LTD. shall not be responsible for any postal delay or non-receipt /non-delivery of the documents. No further correspondence on this subject will be entertained.

#### **4.8 Right to Accept Proposal**

GMDC LTD., reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Consortium of the grounds for such decision.

#### **4.9 Period of Validity of Bids**

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC LTD, pursuant to the bid schedule mentioned in this document. In exceptional circumstances, GMDC LTD. may solicit the Bidder's consent to an extension of the period of validity up to 60 days. The request and the response there shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

#### **4.10 Sub Contract**

The Successful bidder shall not sublet or subcontract this service to any other party in any circumstances. If it comes into the notice of the GMDC, the contract will be terminated and security deposit will be forfeited.

#### **4.11 Consortium / Joint Venture**

Consortium / Joint Venture are not allowed.

#### **4.12 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 over and above that set out herein. That unforeseen circumstances in the working of the said contract shall not entitle Successful Bidder 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.

#### **4.13 Interpretation**

That no communication preceding or following the present customize bid shall have any bearing on the terms and conditions set out herein. That no contract, promise or obligation shall arise out of the said communication, over and above what is set out herein above. That the terms contained herein constitute the entire bargain between the parties and shall not be interpreted in the light of commercial correspondence between the parties.

#### **4.14 Acceptance of All the Terms and Conditions**

The Bidder should submit the declaration regarding unconditional acceptance of all the terms and conditions of the Customize bid document including Annexure and corrigendum if any as per FORM PD provided in the Customize bid Document.

GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC.

The Successful bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.

### **5 Earnest Money Deposit**

A non-interest bearing Earnest Money Deposit of Rs. 5,94,000/- (Rupees Five Lakh Ninety Four Thousand Only) in any one of following form

- Demand Draft in favour of GMDC Limited Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at annexure “B” for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.

- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with the RFP documents. RTGS details for payment (Annexure-B) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379  
IFSC: ICIC0000024

***Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.***

## **6 RFP Processing Fee**

The RFP Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs.15000/- plus GST @ 18% aggregating to Rs 17700/- (Rupees Seventeen Thousand Seven Hundred only) as mentioned in RFP notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the RFP will not be considered for scrutiny and will be out rightly rejected.

***Relaxation in terms of submission of RFP Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.***

## **7 Security Deposit**

- a. Security Deposit is measure of liquidated damages sustained by GMDC for not performing the contract satisfactorily. Nothing herein above shall disentitle GMDC from claiming the damages actually sustained in the value over and above the Security Deposit.
- b. The successful bidder shall submit security deposit of 10% for other than MSME and 3% for MSME of the total contract value excluding Goods & Service Tax (GST) at within 7 days from the date of receipt of LOI in any one of following form
  - Demand Draft in favour of GMDC Limited Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 15 (Fifteen Months) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at annexure "I" for approved bank). It should be valid for a period of not less 15 (Fifteen

Months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with the RFP documents.
- RTGS details for payment (Annexure-B):
  - Account Number: 002405019379
  - IFSC: ICIC0000024
  - ICICI Bank, Ahmedabad Branch, Ahmedabad
- c. It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and fulfillment of all the terms and conditions of the contract.
- d. The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to commence of the work within 10 days of acceptance of Letter of Intent.
- e. Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC.
- f. GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
  - f.i. If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
  - f.ii. The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
  - f.iii. Any other dues on account of statutory compliance.

## 8 Procedure for Submission of the Bid

- a. Offers prepared in accordance with the procedures enumerated below.
- b. Bid should be submitted **online** at [www.nprocure.com](http://www.nprocure.com) on or before the last date and time as prescribed in this RFP.
- c. The Bidder should submit their bids in THREE parts, these are
  - c.i. Pre qualification bid (Details of EMD and RFP Fee),
  - c.ii. Technical Bid
  - c.iii. Price Bid.

- d. Manual price bids or the bids submitted by telex/ telegram/ fax/ e-mail etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- e. Bidders are advised to follow the 'Instructions for Bids Submission' given annexure "A" for e-submission of the bids online through n-procure.
- f. Following documents should be submitted 'off-line' in the sealed cover super-scribed as "Empanelment of the agency for hiring passenger vehicles". Bids must be submitted as per the schedule (date & time) indicated in RFP notice.

## **9 Eligibility and Qualification Criteria of Bidder**

### **9.1 Experience**

**9.1.1** The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of July-2023 (i.e. period from 01.08.2016 to 31.07.2023)

A. Three similar completed works each having amount of Rs. 79,20,000/- ( Seventy Nine Lakh Twenty Thousand only ) Excluding GST or more during last 7 (seven) years.

**OR**

B. Two similar completed works each having amount of Rs. 99,00,000/- (Ninety Nine Lakhs only) Excluding GST or more during last 7 (seven) years.

**OR**

C. One similar completed work having amount of Rs. 1,58,40,000/- (One Crore Fifty Eighty Lakhs Forty Thousand only ) Excluding GST or more during last 7 (seven) years.

Similar works means the Bidder should have experience of providing Conventional vehicle on hiring to Central Government/State Government/Central PSU/State PSU/PSU/Private Sector/Industry and said work shall be carried out under the single Work Order/Agreement.

Bidder shall submit the details of work completed in FORM PC as provided in the Customize bid Document. Separate year wise Statement of experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted as supporting documents.

## 9.2 Financial

- Bidder must have a positive Net Worth for average as on 31.03.2020, 31.03.2021, and 31.03.2022.
- Bidder must have a Minimum Average Annual Turnover of Rs 59,40,000/-(Rupees Fifty Nine Lakhs Forty Thousand Only) during last three financial years for financial year of 2020-21, 2021-22 and 2022-23.
- A certificate from Chartered Accountant regarding financial capacity shall be submitted as per format provided in FORM PC of the Customize bid Document.

## 9.3 Blacklisting of the Bidder

The Bidder or its directors have not been blacklisted by any Government Organization. The Bidder will submit a declaration to this effect as per the format provided in FORM PD of the RFP Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

## 10. Evaluation of Bids:

10.1 The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses.

10.2 The Bid evaluation shall be first on Technical Score of max 100, based on various scoring criteria outlined as per following Table.

Sr.No.	Criteria	Max. Marks	Bidder shall Provide the details/Compliance
<b>I</b>	<b>Past Work Experience of the Bidder</b>	<b>15</b>	Copy of Work Orders
a	≥1<2 years	5	
b	≥2<4 years	10	
c	≥5	15	
<b>II</b>	<b>Average Financial Turnover from the similar services in the last 3 years</b>	<b>15</b>	Relevant Document issued by Competent Authority, (Copy of
a	≥25-<50 Lakhs	5	

b	≥50-<75 Lakhs	10	License / IEM/SSI certificate / UDYOG Aadhaar
c	≥75 Lakhs	15	
III	<b>Assignments ongoing in Government Departments / Organizations / PSUs /Banks / Insurance companies with minimum work order value of Rs XXX</b>	<b>15</b>	Copy of Work Orders
a	≥3<5 orders	05	
b	≥5<8 orders	10	
c	≥8<10 orders	15	
IV	<b>Number of Passenger vehicles owned by the Successful Bidder</b>	<b>15</b>	Relevant Documents
a	≥10-<15	10	
b	≥15	15	
V	<b>Bidder need to brief in the form of PPT for work carried out in format with given criteria/parameters)</b>	<b>40</b>	
a	Company Profile and Local Presence	20	
b	Work plan approach & proposed methodology	20	
	<b>Total</b>	<b>100</b>	

1. GMDC will examine the Bid to determine whether the bid is complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.
  
2. In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.
  - Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately. Selection of successful bidder shall be done as below:
  - Technical bids will be opened after verification of receipt of payment towards RFP Fee and EMD.
  - After, meeting Eligibility Criteria (PQR), Responsiveness, Preliminary scrutiny of the Bid, the Technical Bid Evaluation shall be carried out.
  - A bid that does not meet all eligibility criteria or is not responsive shall be rejected by GMDC. Submission of false or incorrect information, history of delayed work, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.
  - To facilitate evaluation of bids/proposals, GMDC may, at its sole discretion, seek in writing clarifications / documents/ missing information in writing from any Bidder regarding its bid/proposal. 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.

- Technical Proposal will be evaluated for eligibility on the basis of Bidder's experience, presentation and financial capability. Scoring of Technical Proposals would be done only for the Eligible Bidders.
- A minimum of 60 marks out of 100 should be scored in the Technical Evaluation for the bid to be declared technically qualified.
- All technical qualified bidders shall be ranked from highest to lowest on the basis of their Technical Score (TS).
- The Financial Bids of only those bidders who have obtained a technical score of 60 or more shall be opened.
- The financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, qualified and unconditional.
- The lowest financial proposal (LFP) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows:

$$FS = 100 \times LFP/F;$$

Wherein, F = Amount of Financial Proposal of the Bidder

LFP = Lowest financial proposal

- Final Evaluation Proposals will finally be ranked according to their Technical Score (TS) and Financial Scores (FS) as bellow:

$$CS = \text{Technical Score (TS)} \times 0.60 + \text{Financial Score (FS)} \times 0.40$$

Where CS is the combined score

- GMDC shall empanel the **agency who is having highest scores in the respect of Combine Score (CS).**
- GMDC reserves the right to cancel the RFP at any stage of RFP process or reject any or all the RFP without assigning any reason thereof,
- GMDC reserves the right to split the work between more than one bidders.
- GMDC shall empanel more than one bidder.
- GMDC Ltd. Reserves the rights to call H1 and H2 bidder for discussion to reduce the prices of all the passenger vehicles to the extend of the lowest prices quoted by the preferred bidders.
- **In case of non acceptance of lowest rate by H1 and H2 bidder, GMDC will call next preferred bidder i.e. H3, H4, H5, H6 so on for the empanelment.**

• **Example Lowest rate to be consider for the Awarding of LOI/Work Order:**

S R N O	Type of Vehicles with AC facility	Rate for Local area of Ahmedabad and Gandhinagar 8Hr/100Km (Per Day) Excluding GST A			Rate for Outstation of Minimum 300 Km 12 Hrs /Day(Excluding GST) B			Rate for monthly of Minimum 3000 Km (Per Month) Excluding GST C			Rate for monthly of Minimum 2000 Km (Per Month) Excluding GST D			Lowest rate to be consider for awarding LOI/ Work Order			
		X	Y	Z	X	Y	Z	X	Y	Z	X	Y	Z	A	B	C	D
1	Sedan Class Cars	2000	1900	2150	2900	3100	3000	41000	39500	39000	34000	36000	35000	1900	2900	39000	34000
2	Premium Sedan Class Cars	3700	3500	3300	3500	3700	3900	44000	42000	47000	39000	40000	39500	3300	3500	42000	39000
3	SUV Class Cars	4000	4200	4500	4100	3750	3600	55000	53000	50000	48000	50100	49500	4000	3600	50000	48000
4	Premium SUV Cars	4300	4100	4500	3950	3800	3900	74000	76000	79000	71500	70900	72500	4100	3800	74000	70900

- It is to be noted that from the above example the bidder who will be lowest for individual categories (A,B,C,D) will be consider for issuance of LOI and all empannelled bidder has to agree for the same.
- Bidder who cannot accept this condition will not be consider as successful bidder.

• **Example of Evaluation:**

	Bidder name	Technical Score (out of 100 marks)	(TS) 60 % Weightage of technical Score	Estimated Price	(L) Price offered	Offered price as % against Estimated Price	(FS) Price weightage (40*L1/L)	Combined Score CS=TS + FS	Final Position
1	M/s. XX	65	39	100	80	80.00	40.0	79	H2
2	M/s. XY	98	58.8	100	90	90.00	35.55	94.35	H1

**11. Scope of Work.**

The Successful bidder is required to provide vehicles on Requirement/Call basis and Monthly basis at GMDC's Corporate Office as and when required by the Corporate Office- GMDC, Ahmedabad:

SR No.	Type of Vehicles with AC facility	
	Class of vehicles	Name of vehicles
1	Sedan	Like Honda Amaze/Maruti Suzuki Dzire/Tata Tigor/Hyundai Xcent/Ford Aspire/Volkswagen Ameo/Tata Zest/Nissan Sunny/Toyota Etios
2	Premium Sedan	Like Maruti Suzuki Ciaz/Honda City/Volkswagen Vento/Toyota Corolla/Hyundai Verna/Skoda Rapid
3	SUV	Like Maruti Suzuki Ertiga/Maruti Suzuki Vitara Brezza/ Mahindra Scorpio/Maruti Suzuki XL6/Ford Ecosport/Hyundai Creta/Renault Duster/Mahindra TUV300/Mahindra XUV300/Mahindra XUV 500
4	Premium SUV	Like Toyota Innova/Toyota Innova Crysta/Toyota Fortuner/Ford Endeavour/Jeep Compass/Tata Hexa/Tata Harrier/Honda CR-V

Above vehicles are requires as per below

1. For Local area of Ahmedabad and Gandhinagar 12Hr/140Km (Per Day)
2. For Outstation of Minimum 300 Km (Per Day)

3. Monthly basis as per the requirement at Ahmedabad or outside of Ahmedabad- for 2000KM Per Month
4. Monthly basis as per the requirement at Ahmedabad or outside of Ahmedabad- for 3000KM Per Month

- 11.1** The Driver shall be on the Successful bidder's roll and the Successful bidder will be required to provide the full Bio-data of the drivers who shall be deployed at GMDC & other offices for services, which should contain their address, photograph, license copy, Govt. Approved ID, contact number, employee number for record purpose. All the driver must be stationed locally in respective district where vehicle service is provide. All the drivers must have valid driving licenses (at least 3 years old) issued by the RTO and must carry the same with them while on duty. The driver should a qualified driver and be able to at least speak Gujarati and Hindi languages as well as they should be familiar with English language. He should have a medical fitness certificate especially with respect to eye sight and problems related to eyes. The driver should have sufficient driving experience. He should always in well dressed during duty. He should be polite and well behave and should not have any kind of criminal or adverse record.
- 11.2** The Successful bidder will be required to deploy the vehicles services within next day of intimation for On Call basis and within one week of intimation for monthly basis.
- 11.3** The vehicle proposed to be provided must have commercial permit for operation across all over India.
- 11.4** The Successful bidder shall provide the services as and when required by the GMDC. If required the driver has to attend on Sunday. The distance and time will be measured from pick up place to drop place and no additional time or mileage will be allowed for distance between garage and pickup/drop place.
- 11.5** The vehicle Registration Book, Insurance copy, Emission Certificate, Road Tax Payment certificate, commercial vehicle permit, RC Book, Pollution Check Certificate, Insurance Policy Copy of the vehicle, All India Permit Copy and four wheeler Driver License along with other statutorily required documents should be available with the vehicle at all times.
- 11.6** The Successful bidder shall bear the costs of fuel, salaries of his driver, repair and maintenance, road tax; insurance, commercial permit etc. of the vehicles provided and shall also maintain the vehicles in good working condition for 24X7 days use by GMDC.
- 11.7** Trip sheet and log book shall be maintained and usage details therein shall be certified by an authorized officer on trip to trip basis. The same shall be submitted along with the invoice raised by the contractor.

- 11.8** The Successful bidder should arrange proper cleanliness and hygiene of the vehicle including inter alia the provisioning of car perfume, tissue paper, hand towels etc in the vehicle. The vehicle provided by the Successful bidder must have logo of Government of Gujarat Undertaking on both side of vehicles
- 11.9** The Successful bidder shall have to bear all the expenses relating to lodging, boarding etc. of the driver. The vehicle provided by the Successful bidder should always be in top class condition. In case of any break-down/ of the vehicle, the Successful bidder shall immediately provide another vehicle as replacement within one hour. Operation & function of vehicles and drivers shall be governed by motor vehicles Act/Rules.
- 11.10** The Successful bidder should ensure that the driver is well aware about the route map of important places of Gujarat State and familiar with navigation systems/apps like Google Maps etc.
- 11.11** The Driver's night halt charges (Rs.250/-) in case of vehicle along with Driver remains with GMDC during the night will be reimbursed with monthly bill by the GMDC.
- 11.12** The GMDC shall not be liable for any damage to vehicle during the course of use or any loss on account of any other reason to vehicle or driver during the period of contract.
- 11.13** In case of late reporting/non reporting/refusal of duties/unhygienic/untidy of vehicle/stoppage of vehicle due to insufficiency of fuel, GMDC may hire a vehicle from outsider and recover the expenses from the monthly bill(s) submitted by the Successful bidder. The Successful bidder should ensure alternative arrangement in case car undergoes for servicing/repair/delay/break down. The nature of duty to be assigned to each driver/vehicles shall be at the sole discretion of GMDC. The scope of work also includes pick-up and drops officials / guests from their residences to office /project sites/other places and vice versa on round the clock duty, round the year including Sunday / Holiday and National Holidays as per requirement of GMDC officials.
- 11.14** The Successful bidder has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speed, race driving and driving vehicles with defective brakes. Daily check of vehicles to be ensured by the Successful bidder/drivers before commencing the duty for the day. Any faults in vehicle to be communicated well in advance to officials and administration department. Prompt action must be initiated by the Successful bidder for such faults in vehicle. The Successful bidder is fully responsible for any minor or major fault in operation of the vehicle. If any case, faulty vehicle must not be allowed for duty and alternate vehicles must be arranged by the Successful bidder promptly. If any vehicle is drawn out of service by the Successful bidder for maintenance, repairs etc. then Suitable alternate vehicles shall be required to provide without any delay.
- 11.15** The Successful bidder shall intimate about newly recruited drivers with documents prior to respective deployments, similarly, details of resignation/termination of the drivers deployed at

GMDC shall be required to submit by the Successful bidder with prior intimation and consent from GMDC.

- 11.16** The Successful Bidder shall be liable for payment of the minimum wages rates as per the notification issued from time to time by the Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India, New Delhi as well as Labour Commissioner, Gujarat State from time to time whichever is applicable.
- 11.17** The Successful Bidder shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- 11.18** The GMDC shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the GMDC will be on the basis of accepted rates and work executed thereof.
- 11.19** The Successful Bidder is liable to provide Uniform, Shoe, etc. to their employee every six months. For providing Uniform and liveries, shoes, etc. The payment/disbursement would be made to the Successful Bidder from the corporate office of GMDC only after proper verification of the account of the projects. The Successful Bidder is required to submit the said claim bill half yearly to the Corporate Office of GMDC.
- 11.20** The required vehicle will be made available at place directed by GMDC, Kilometers will be counted from pick up point to drop point decided by GMDC. GMDC is not liable for any payment of kilometers claimed other than pick up and drop point.
- 11.21** The Successful Bidder(s) shall have prior experience of providing four-wheeler vehicles (internal combustion engine vehicles) to public sector or private sector entities for hiring or leasing or purchasing.
- 11.22 Additional Provisions** – Successful Bidder, at its own cost, to provide the GMDC with chauffeurs who are uniformed, well-mannered, courteous, polite, punctual, equipped with mobile phone with a working number and active internet connection where mobile navigation applications like Google Maps can be accessed to navigate the most efficient routes; and well acquainted with the roads surrounding the location with adequate knowledge of convectional vehicle handling.

Additional accessories / utilities to be provided include:

- Clean seat covers
- High quality music system
- Guide map book of the surrounding region
- Reading lamp

- Tissue paper box
- Car perfume
- Mobile charger
- Seat belts (front and rear)
- Umbrella
- Clean floor mats
- Fire extinguisher
- First Aid box
- Torch
- Mandatory spares

**11.23** The Successful Bidder shall be exclusively responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time.

**11.24** Provision of Alternate vehicle – In case of any maintenance, repairs or breakdowns, the Successful Bidder will supply the GMDC with an alternate conventional vehicle.

**11.25** Operational Expenses – The Successful Bidder shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the GMDC on actual basis as paid by the Successful Bidder. The Successful Bidder must raise an invoice for operational expenses covered under Clause 6.6 in the first week of every month for the preceding months.

**11.26** Provision for Maintenance - The Successful Bidder must provide a schedule of maintenance for the vehicles on a card and must obtain acknowledgement of each maintenance on the card from the GMDC after submission of proof for the same. The Successful Bidder shall ensure that all maintenance works related to the assigned vehicle will be carried out in non-duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by Successful Bidder to avoid any inconvenience to the GMDC.

**11.27** Provision of Support – Successful Bidder shall maintain a dedicated 24\*7 telephone/mobile number for emergencies. A nodal officer shall be appointed by the Successful Bidder to manage and address the GMDC's queries, complaints or suggestions 12 hours a day and 6 days a week.

- 11.28** All vehicles provided shall have all the necessary permits / licenses / clearances such as, but not limited to, fitness certificate, insurance, registration certificate, etc. as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial e-vehicles for this service.
- 11.29** The Successful Bidder shall ensure that the drivers of vehicles taken lease are duly verified by the local police from a security perspective; the driver must have a valid driving license for the contract period.
- 11.30** The Successful Bidder shall ensure that the issues pertaining to the leave / rest of the driver are taken care of as per statutory rules / regulations.
- 11.31** The car tyres shall be repaired / replaced immediately by the Successful Bidder in case of any damages during the contract period.
- 11.32** The Successful Bidder shall raise an invoice in the first week of every month for the preceding month.
- 11.33** The Agreement shall not lead to any relationship between the drivers of the vehicles and the GMDC; the payment of salary and other allowances including meeting all their statutory obligations shall be the sole responsibility of the Successful Bidder and no complaint by any of the drivers in this regard will be entertained by the GMDC.

**11.34 Logbook**

- The Successful Bidder will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the GMDC. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the GMDC. The logbook must have an option to record any breach of SLA which must be logged, and counter signed by the GMDC.
- On the basis of each vehicle's duty slip, the Successful Bidder shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

**11.35 Others Terms & Conditions**

- a. In case of any penalty/Challan for any violation like sort of the documents as per the rules/law, the Successful bidder shall be solely responsible for the same.
- b. The General Manager (Power & Purchase) reserves the right to monitor, make surprise check & verifications on all aspects of the work and the Successful bidder shall cooperate with the

- officials so authorized by him and furnish to them all record and materials for inspection without demur.
- c. GMDC reserves the right to replace the driver without assigning any reasons for the same and contractor shall do so promptly when required to do so.
  - d. The GMDC will not be responsible for any loans, debts for the vehicle supplied and the Successful bidder should ensure to keep update paid taxes, permits to ply on routes required by the GMDC.
  - e. The Successful bidder shall be solely responsible for compensation for loss/damage of property or life because of negligence of driver or poor maintenance of vehicle or due to an accident. All the claims arising out of any accident/clash shall be met by the Successful bidder and the GMDC will not entertain any claims in this regard.
  - f. GMDC has full authority to reject the vehicle on ground of any minor /major faults or hygiene standard or behavior of drivers shall be given to GMDC officials who travel in the vehicle. The Successful bidder shall be abiding with the decision of official travel in the vehicle and must arrange alternate vehicle promptly.
  - g. GMDC is not liable for loss of life/injuries of Driver whether on duty/off duty/ in office premises.
  - h. All vehicles should be in excellent working condition and first registration of the offered vehicles must not be older than 24 months and must not be utilized for more than 75,000 km at the time of delivery.
  - i. The Successful bidder shall be responsible for any fine or penalty if imposed by any authority. State or Central authorities, including any local body for any breach, violation or non-compliance of statutory rules, regulations etc.
  - j. For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility. For such cases, Successful bidder shall have to take away his labor, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.
  - k. In case of disputes or difference of opinion in the interpretation of any of the terms & conditions of this customize bid, the decision of the Managing Director, of GMDC shall be final and binding to all.

### ❖ **Application Development**

The successful bidder should develop an application (Android Base & IOS Base) for online booking and also have application compatibility with the GMDC futuristic app so they can be merged.

## **12 Period and Duration of Work.**

- 12.1 The duration of contract for providing passenger Conventional vehicles on at GMDC Corporate office, Ahmedabad will be of three years from the date acceptance of Letter of Intent. However the said period of contract can be extended for another period of One year at sole discretion of GMDC on the same terms and conditions of the contract subject to satisfactory performance of the Successful Bidders.
- 12.2 GMDC reserves the right to review and assess the performance of the work at any point of time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GMDC shall have discretion to take appropriate action including termination of the contract.

## **13. Payment Terms (Payment of Running Account Bills)**

- 100% amount of the total bill will be paid by the GMDC Corporate Office within 30 days from the submission of the bill. The payment shall be released through bank only. For the purpose of verification of kilo-meters, log book duly signed and stamped by the competent officer of GMDC shall be submitted along-with the bill. Further, for payment of Goods & Service Tax the payment receipt of the Goods & Service Tax shall be submitted at the Corporate Office and upon submission of the same, 100% amount paid towards Goods & Service Tax shall be reimbursed to the Successful bidder by the corporate office. Deductions of TDS (Income Tax) and other applicable taxes as per rules shall be made from the bill.
- Toll Taxes/Parking charges, at the first instances will be paid by the Successful bidder and will be reimbursed with monthly bill by the GMDC upon production of documentary proof thereof.
  - Payment will be made on monthly basis by submitting bills to the General Manager (Power & Purchase) along with submission of the certified trip record or log book by GMDC officers. GMDC will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time if required.

- **Goods and Service Tax**

Goods & Service-Tax will be paid / adjusted / reimbursed to the Successful bidder as per prevailing rates and rules as per G.S.T Act to the extent directly related to the services rendered by the Successful bidder under the said contract subject to production of documentary proof and your firm will mention the Goods & Service-Tax amount separately in the invoice / bill after considering the statement, if any. The Successful bidder shall have to provide GST No. Before commencement of work

#### **14. Fuel Price Escalation / Rate variation:**

After awarding the LOI, in case of increase /decrease fuel cost (base price of petrol/ Diesel consider at the time of awarding of LOI) by more than 10% (at the point of time of acceptance of LOI) then following formula for fuel price escalation is applicable, the review of the fuel cost would be on the base of retail rate declared by Govt. of Gujarat and the same shall be granted by GMDC if found appropriate by GMDC on the request of the Successful bidder.

Formula for consider in price variation: Formula for considering price variation – No price variation will be payable on cost of oil/tyres, tubes etc. Only charges in price of fuel will be adjustable. For every Ten Paise increase/ decrease in price of fuel, then per KM payable price shall go up/down as actual , which will be reviewed every quarterly. This will be applicable to the actual km travelled for the next month.

$$\text{Formula} = \left\{ \frac{(\text{Monthly Average Price} - \text{Base Price (at the time of awarding of LOI)}) \times (\text{Running Km during Month})}{10} \right\}$$

$$\text{Monthly Average Price} = \left\{ \frac{\text{Minimum} + \text{Maximum Rate During Month}}{2} \right\}$$

#### **Example**

Suppose At the time of LOI Diesel rate is Rs100/- Which is base price

Monthly Minimum rate is Rs90/- & Monthly Maximum rate is Rs 120/-

Then Monthly average price is  $(90+120)/2=105$

$$\text{Then as per formula} \left\{ \frac{105(\text{Monthly average price}) - 100(\text{base price})}{10} \times \text{Running Km during month} \right\}$$

## 15. Liquidated Damages (L.D.)

If the Successful bidder fails to mobilize the vehicle to commence the work within one week from acceptance of LOI, a liquidated damages @ Rs.5,000/- per day shall be levy, for a maximum period of 15 days. If the successful bidder fails to start work even after 15 days, the contract will be terminated and SD/EMD deposited by the Successful bidder will be forfeited.

## 16. Penalty

Sr No	Agreement Particular	Lower Performance	Deductions for Breach		
			1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
1	Delay in reporting for duty by driver/vehicle/ failure to provide alternate arrangements in case of delay or breakdowns	More than 15 mins and less than 1 hour	Rs 500 per vehicle	Rs 1000 per vehicle	Rs 2000 per vehicle
2	Delay of reporting of driver/backup Conventional vehicle	Over 1 hour breakdown or delay in reporting	Rs. 2500 per instance for the first 5 instances, after which the contract will be terminated		
3	Non-compliance to daily service hours/km requirement	Conventional vehicle Not complying to daily service hours/km as per requirements	Rs 500 per violation	Rs 1000 per violation	Rs 2000 per subsequent violation

4	Not maintaining the Conventional vehicle as per schedule	Rs. 1000 if delayed by one day, up to 10 days after which the contract will be terminated
5	All mandatory certifications required for operation of Conventional vehicle should be obtained timely and remain valid	To be acquired before its expiry failing which contract will be terminated
6	Change in driver without prior intimation to the GMDC	Rs 500 for each instance

## 17. Insurance

17.1 The Successful bidder, at your own cost, shall maintain insurance policies in respect of all insurable liabilities including third party risk, including personal injuries or death of GMDC officials.

17.2 The vehicle provide by the Successful bidder should have valid registration certificate, full comprehensive insurance to cover third party and the occupants, vehicle fitness certificate, PUC, RTO tax, Permit and other relevant permits/ licenses essentially required by RTO and other statutory bodies for operations of the cars/taxies and must be revalidated before the expiry of the due date during the tenure of the contract period.

## 18. Discussion:

It is absolutely essential for the successful bidders to quote the lowest price at the time of making the offer in their own interest. GMDC, however, will have the discretion to choose to enter into any price discussion or not.

## 19. Issuance of LOI and Work Order:

19.1 GMDC, on acceptance of the offer, will issue Letter of Intent to the successful bidder; who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If Successful

bidder does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

19.2 The Successful bidder shall have to submit the Security Deposit with 7 days from the date of acceptance of LOI. The Successful bidder shall submit the Security Deposit in the manner prescribed in this RFP Document. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

19.3 The successful bidder shall be awarded the work order within 30 days from the acceptance of LOI and submission of Security Deposit.

## **20. Statutory Obligations:**

20.1 If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Successful bidder for which GMDC will not be responsible for any compensation.

20.2 That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.

20.3 The Successful bidder shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.

20.4 The Successful bidder shall comply with other statutory provisions of Law. The Successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations.

## **21 Notice:**

Written notice shall be deemed to have been duly served if delivered to the individual or to Successful bidder or to the Signing Authority of the GMDC from whom it is intended, or if delivered at or sent by mail or post, to the last business address known to him who gives the notice.

## **22 Canvassing Not Permitted:**

22.1 Bidder should not canvass their offer personally or otherwise by approaching the Chairman or the Member of GMDC. If any Bidder wants to make any representation regarding his offer, he should write to the General Manager (Power), if he desires, but personal and oral representations are not permitted.

22.2 In spite of the above clear instructions, any Bidder is found to canvass his offer or against his competitor's offer through personal approach to the competent authority or the officials of GMDC, their offer will be rejected without assigning any reason and the firm even is black listed.

### **23. Bankruptcy:**

If the Successful bidder commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to GMDC and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by GMDC but not exceeding the value of the work for the time being remaining unexecuted.

In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC considering the situation, provided that the above option is not exercised, GMDC may terminate the contract by serving notice in writing to the Successful bidder. The power and provision so reserved to GMDC on taking of the work out of the Successful bidder's hands shall apply as far as they may be when the contract is so terminated.

### **24. Termination of Contract:**

If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Successful bidder, 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 Successful bidder. GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

### **25. Governing Law:**

This RFP and subsequent Contract shall be construed and interpreted in accordance with and governed by the laws of India.

### **26. Arbitration:**

All questions, disputes, 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, shall be referred to Sole Arbitrator as per the provisions of

Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only.

## **27. Jurisdictions:**

The matter related to any dispute or difference arising out of this RFP and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

## **28. Non Fulfillments of Terms and Condition of the Contract:**

28.1 If the Successful bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder. This however, shall not absolve the Successful bidder from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Successful bidder and the Successful bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.

28.2 Likewise, if the Successful bidder does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful bidder.

28.3 For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility. For such cases, Successful bidder shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

## **29. Foreclosures:**

In case of any necessity arising due to local working conditions or any unforeseen circumstances beyond the control of the parties or any reason what so ever GMDC shall be at liberty to Foreclose the

contract without assigning any reasons or notice there for and for which no compensation shall be payable to the successful bidder.

### **30. Force Majeure:**

- 30.1 Force majeure is herein defined as any cause which is beyond the control of the Successful bidder 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: Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- 30.2 Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- 30.3 The Successful bidder 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.
- 30.4 For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Successful bidder 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.
- 30.5 If any of the Force Majeure conditions exists in the place of operation of the Successful bidder 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.
- 30.6 The Successful bidder 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.

## Annexure “A”

### **Instruction to Bidders for Online RFP**

1. All Bidders must submit their bid online through the website <https://gmhc.nprocure.com>
2. Bidders who wish to participate in online RFP will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
3. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

**(n)Procure Cell**

**(n)Code solutions A division of GNFC**

**403, GNFC Info-Tower, Bodakdev, Ahmedabad- 380 054 (India)**

**Tel: +91 26857316/17/18 Fax: +91 79 26857321, Toll Free: 1800-233-1010**

**E-mail : [nprocure@gnfc.net](mailto:nprocure@gnfc.net)**

4. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online RFP process is not possible without a valid digital signature certificate.
5. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of RFP submission.
6. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.
7. Bidders who have no facility to participate in on-line RFP are requested to contact (n) code solutions for the same.
8. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
9. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:

**a. GMDC :**

Contact Person: General Manager (Power & Purchase)

Contact numbers: 079-27913200/3501 Ext No 1760

E-Mail: [power@gmdcltd.com](mailto:power@gmdcltd.com)

**b. GNFC:**

Contact Number: 079- 26857316/17/18,

E-Mail:[nprocure@gnfc.net](mailto:nprocure@gnfc.net)

**Annexure “B”**

**Annexure I.**

**Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.**

Date: 21/04/2023

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

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. 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	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalapur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

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

  
(S. Chhakechhuak)

Additional Secretary (Budget)

Finance Department

-----XXXXX-----

**Annexure "C"**  
**Bank Details for RTGS**

<p>VALID FOR THREE MONTHS ONLY</p> <table border="1"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>												<p>D D M M Y Y Y Y</p>	<p>OR ORDER</p>
<p><b>ICICI Bank</b> Ahmedabad Branch Jinje House, Corp. Park, Gandhinagar, Ahmedabad - 380006 RTGS / NEFT / FSC Code : ICIC0003024</p>		<p><i>Handwritten Signature</i></p>											
<p>Pay</p>	<p>Rupees</p>	<p>₹</p>	<p>FOR GUJARAT MINERAL DEVELOPMENT CORP LTD</p>										
<p>Ac No.</p>	<p>002405019379</p>	<p>AUTHORISED SIGNATORIES Please sign above</p>											
<p>SESHASATIM... 2011</p>		<p>2011/212 N 61</p>											
<p>CARDS ONLY BUSINESS BANKING - NEW CURRENT ACCOUNT Payable at par at all branches of CICI Bank Limited in India</p>		<p>⑈ 491099⑈ 380229002⑈ 019379⑈ 29</p>											

**FORM - PA**  
**CHECK LIST OF DOCUMENTS ENCLOSED WITH RFP**

**Technical Bid**

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
1.	RFP Processing Fee	Yes/No
2.	EMD	Yes / No
3.	Form PA (check list of documents enclosed with RFP)	Yes / No
4.	Form PB (Status of the Bidder)	Yes / No
5.	Form PC (CA Certification for Financial Details and work carried out during the last seven years of bidder)	Yes / No
6.	Form PD (Declarations)	Yes / No
7.	Form PE (Undertaking of Genuineness of Document)	Yes / No
8.	Form PF (Undertaking of Indemnity)	Yes / No
9.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No
10.	Copy of P.F. registration details if applicable	Yes / No

**Price Bid**

1	Online Price bid submission as per format 'PP'	Yes / No
---	--	----------

**FORM-PB**  
**STATUS OF THE BIDDER**

Particulars	Details
Name of the Bidder:	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name & contact number of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No & Bank Account Details (Cancelled Cheque to be enclosed)	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	
<b>Whether enlisted in other dept., if yes, then furnish the details pertaining to class and the amount qualified to RFP</b>	
<b>Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.</b>	
<b>Details pertaining to the work incomplete, if any</b>	
<b>Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the GMDC entity or any partner/proprietor of present entity GMDC was associated in any capacity.</b>	

Signature and Stamp of the Bidder

**FORM PC**

**1. Turnover and Net Worth**

On the basis of the **audited books of accounts** produced before us by M/s. \_\_\_\_\_, we certify that as per the books of account Net worth and Turn Over of the bidder M/s \_\_\_\_\_ are as under:

1.1 Net Worth=           Rs. \_\_\_\_\_ for the Year 2020-21  
                                   Rs. \_\_\_\_\_ for the Year 2021-22  
                                   Rs. \_\_\_\_\_ for the Year 2022-23

1.2 Turn Over =           Rs. \_\_\_\_\_ for the Year 2020-21  
                                   Rs. \_\_\_\_\_ for the Year 2021-22  
                                   Rs. \_\_\_\_\_ for the Year 2022-23

**Average Turnover of Rs. \_\_\_\_\_**

**2. Details of Work Carried Out During the Last Seven Years by the Bidder(From 1/9/2015 to 31-8-2022)**

Sr. No.	Description of work with Work place	Name of client with postal address	Work Order number and date	Contract Period		Actual Quantity worked	Amount without GST of work order	Work experience certificate attached
				From (Date)	To (Date)			
								Yes/No
								Yes/No
								Yes/No
								Yes/No

Signature and Stamp of the Bidder

Signature and Stamp of the CA

**TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING  
 MEMBERSHIP NO/ BIDDER REGISTRATION NO**



**FORM-PD**

**Declaration**

(On letter head of the Bidder)

DATE:

To,  
The General Manager (Power),  
Gujarat Mineral Development GMDC Ltd.,  
“KhanijBhavan”, 132 ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad-380015

Dear Sir,

I/we here by solemnly declare that

1. Any of our Directors or Partners, jointly or severally and/or individually or our bidder/GMDC have not been black listed by the Central Govt. or the State Govt. or its undertakings.
2. We have not put any condition in our offer with respect to RFP No. \_\_\_\_\_,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the RFP Document No. \_\_\_\_\_ Unconditionally.

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

Yours faithfully,

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



**FORM-PE**  
**(Format for Affidavit)**

**A F F I D A V I T**

**Undertaking Regarding Geniuses Of Documents**  
**(On Non-Judicial Stamp Paper Of Rs 300/-)**

I/We, \_\_\_\_\_, Partner/Director/Legal Attorney/Accredited  
Representative of M/s. \_\_\_\_\_ solemnly declare that:

1. I/We are submitting RFP for the work \_\_\_\_\_  
\_\_\_\_\_ against RFP No. \_\_\_\_\_
2. None of the Partners/Directors of our bidder/GMDC is relative of employee of GMDC.
3. All information furnished by 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 it is found at any point of time that our documents are not genuine then in that case our RFP will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC RFP/ and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

**SIGNATURE OF THE BIDDER  
WITH SEAL**

Dated .....



**FORM-PF**

**Undertaking Of Indemnity  
(On Letter head of the Bidder)**

To,

The General Manager (Power)  
Gujarat Mineral Development Corporation Ltd.  
KhanijBhavan  
132' Ring Road, University Ground,  
Vastrapur,  
Ahmedabad.

Dear Sir,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the RFP No. \_\_\_\_\_. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the above RFP and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operations covered by the Bidder/RFP, the GMDC Limited shall have the power (without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)



**PRICE BID FORM -PP**  
(To be submitted online only)

S R N O	Type of Vehicles with AC facility	Rate for Local area of Ahmedabad and Gandhinagar 12Hr/140K m (Per Day) Excluding GST A	Rate for Outstation of Minimum 300 Km (Per Day) Excluding GST B	Rate for monthly of Minimum 3000 Km (Per Month) Excluding GST C	Rate for monthly of Minimum 2000 Km (Per Month) Excluding GST D	Rate for Extra Km (Per Km Rate)(for daily and monthly) Excluding GST E
1	Sedan Class Cars Like Honda Amaze/Maruti Suzuki Dzire/Tata Tigor/Hyundai Xcent/Ford Aspire/Volkswagen Ameo/Tata Zest/Nissan Sunny/Toyota Etios					
2	Premium Sedan Class Cars Like Maruti Suzuki Ciaz/Honda City/Volkswagen Vento/Toyota Corolla/Hyundai Verna/Skoda Rapid					
3	SUV Class Cars Like Maruti Suzuki Ertiga/Maruti Suzuki Vitara Brezza/ Mahindra Scorpio/Maruti Suzuki XL6/Ford Eco sport/Hyundai Creta/Renault Duster/Mahindra TUV300/Mahindra XUV300/Mahindra XUV 500					



4	Premium SUV Class Cars Like Toyota Innova/Toyota Innova Crysta/Toyota Fortuner/Ford Endeavour/Jeep Compass/Tata Hexa/Tata Harrier/Honda CR-V					
	TOTAL					
	Grand Total(A+B+C+D)					



**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

(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 Facilities)

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

Date.....20

To,

General Manger (\_\_\_\_),  
Gujarat Mineral Development Corporation Ltd.  
132 Ft Ring Road,  
Near University Ground  
Vastrapur,  
Ahmedabad.

Dear Sir,

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

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

**1.** We the \_\_\_\_\_ ( Name of Bank ) hereinafter referred to as “Bank” having our registered office at \_\_\_\_\_ ( address of Bank ) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figures in words ) against any losses, damage cost, charges and expenses



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

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



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

Yours faithfully  
For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

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

**Yours faithfully**  
**For.....**  
**(Name of the Bank)**

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

**Gujarat Mineral Development Corporation Limited (GMDC)**  
**132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad.**  
**Bank Name: ICICI Bank Ltd**  
**IFS Code: ICIC0000024**  
**UIC GMDC530265584 for Field 7037 MT760**