

RFP

For

**Selection of consultant for Preparing Pre-Feasibility
Study Report for Identifying and Studying Potential
locations to set up Cargo Jetty in Western Kutch,
Gujarat, India**



No. – GMDC/CEMENT/01/2023

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

DECEMBER 2023

DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called “Authority”/ “GMDC”) to the Bidders/Consultants interested in carrying out pre-feasibility study report for identifying and studying potential locations to set up cargo jetty in Western Kutch Gujarat.

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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DEFINITIONS

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

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd who shall appoint the Consultant for the captioned work.
2. **“Bidder** shall mean any firm or body corporate which is a Limited Liability Partnership registered under LLP act or a company under the Indian Companies Act 1956/2013 which submits a Bid to provide Consultancy 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. Consortium is not permitted.
3. **Bid/Proposal** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION III
5. **“Consultant/Contractor** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in preparation of REE strategy as per the Terms of Reference specified in this RFP.
6. **“Consultancy Agreement/Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Consultant’ comprising of all terms and conditions stated in this RFP.
7. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned Consultancy work. A Consortium is not permitted to participate in this Project/Assignment.
8. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 12 of SECTION III.
9. **“Conflict of Interest”** shall have a meaning specified in clause 13 of SECTION III.
10. **“Consultancy Fees /Fees/Service Charges** shall mean the charges payable by GMDC for the Consultancy Services rendered by the Consultant.
11. **“Composite Score”** shall mean score obtained by Consultant as per the formula provided in clause 5.4.
12. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION III
13. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION III

14. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION III.
15. **“Financial Score”** shall mean score obtained by Consultant as per the formula provided in clause 5.3 of SECTION III.
16. **“Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION III.
17. **“Parties”** means the parties to the Consultancy Agreement and **“Party”** means either of them, as the context may admit or require.
18. **“Preferred Bidder”** shall have a meaning specified in clause 6.4 (ii) of RFP SECTION III.
19. **“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.
20. **“Terms of Reference/Scope /Consultancy Work”** means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the Consultant is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION II of RFP.
21. **Technical Score** shall mean score obtained by consultant as per the Technical Score system provided in clause 5.2 of RFP SECTION III.
22. **“Third Party”** means any Person other than GMDC and the Consultant.

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

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is the leading State-owned Mining and Minerals Company of Gujarat with operational experience over 60 years and having product portfolio across mining, value added products and power.

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

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

GMDC has a mining lease for Lignite and Limestone over an area 2959.67 Ha in Taluka-Lakhpat, District - Kutch, Gujarat. The location falls in Survey of India toposheet no. 41 A/4 between Latitude 23°44'16.87"N to 23°49'24.77"N and Longitude 68°43'18.09"E to 68°47'47.38"E. Nearest creek is Kori Creek which is around 1 km in the north of the lease.

Presently GMDC is in the process of assessing options for forward integration for its limestone reserves such as setting up a cement/ clinker plant. In this perspective, GMDC envisages handling of solid outbound cargo of around 10 million tons per annum and inbound solid cargo of 3 million tons per annum. The Solid cargo will mainly consist of cement, clinker, petcoke and coal etc.

In the above background, GMDC intends to assess the prefeasibility of sea-based transportation of identified solid cargo by setting up a Jetty within 30 KM from GMDC's existing Lakhpat Mine. In order to undertake prefeasibility study, GMDC intends to appoint an experienced and qualified consultant through this RFP.

SECTION II: TERMS OF REFERENCE/SCOPE OF WORK

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

1. OBJECTIVE

The objective of this RFP is to select the experienced and expert consultant to undertake pre-feasibility study for identifying and studying potential locations to set up cargo jetty in Dist. Kutch Gujarat.

2. SCOPE OF WORK (SOW) / TERMS OF REFERENCE (TOR)

2.1. Data Collection and Review

No separate technical studies are required at this stage, but the Consultant shall need to obtain data/ previous reports from Gujarat Maritime Board (GMB)/ National Institute of Oceanography/ any other relevant Government Agencies as specified below.

- Assessment of available channels, streams, and nearest coasts suitable for setting up of jetty within the specified range of distance.
- Gather and analyze relevant data, including geographic, geologic, hydrographic, and environmental information among other relevant data for potential locations that fall within the required range.
- Collect historical and current data on tides, currents, weather conditions, navigational factors, etc. to ascertain feasibility for the setting up of jetty at potential locations.
- Identify existing GMB/ Private sector's defunct jetties, obtain their relevant historical data/studies, and undertake assessment.
- Collect information/ records for assessing available draft and tidal conditions at different locations.
- Collect and assess available Ultrasonic Study Reports and study reports by the National Institute of Oceanography to identify proposed jetty capacities.
- Collect and analyze available CRZ study reports for potential locations that fall within the specified range.
- Collect any other relevant data/reports which may be required for completing the prefeasibility assessment.

2.2. Identification of locations and their suitability for setting up of Jetty

Basis the data collected and through site visits/ surveys, the Consultant shall carry out a comprehensive assessment of potential locations for setting up of Jetty. Such assessment shall include but not be limited to following:

- Assessment of availability of Jetty operation in all weather conditions including Tidal conditions.

- Assessment of accessibility for ships and other vessels including capacity to handle different sizes of ships and cargo based on the available draft at potential locations.
- Assessment of factors such as proximity of the proposed jetty to the nearest all weather roads as well as its proximity to GMDC's assets.
- Assessment of possibilities of potential annual cargo handling capacity, both inbound and outbound, at identified potential locations.
- Assessment of the sediment transport factors including "littoral drift" for the operational life of the jetty at the prospective location.
- Assessment of meteorological and oceanographic conditions including but not limited to temperature, rainfall, relative humidity, wind, waves, current, etc.
- Broad assessment of dredging and reclamation requirements.

Based on the above analysis, the Consultant shall shortlist potential locations for setting up of jetty and recommend a suitable location for the setting up of jetty.

2.3. Broad Technical & Economic Assessment including Timeline and Clearances

- Prepare a broad layout of the Jetty considering the suitable design options, materials, and engineering requirements.
- Prepare tentative capital cost requirements for Jetty construction including the cost of development.
- Prepare tentative operation cost.
- Assess the logistics cost considering the approximate distance of Jetty location from the existing all weather road network including the cost of the approach road if so needed.
- Undertake analysis of logistic cost of cargo transportation from jetty location to below-mentioned locations through coastal shipping vis a vis road network.
 - Surat
 - Mumbai
 - Mangalore
 - Kochi
- Identify the further technical studies necessary for undertaking feasibility of the Project and /or obtaining various clearances.
- Identify various clearances required such as Environment clearance, CRZ clearance, and any other clearances needed from regulatory agencies/ state or central government departments.
- Identify the clearances required from the Ministry of Defense including clearances from the Indian Navy and Coast Guard among others.
- Identify policies of Gujarat Maritime Board (GMB) that can be utilized to avail industrial subsidy for the setting up of jetty.
- Prepare a broad implementation roadmap/ timeline for completing various identified studies and obtaining various clearances.

2.4. Recommendations

- Present findings and recommendations for potential locations for setting up of jetty.
- Offer a clear and well-documented recommendation on the following:
 - Most suitable Location
 - Cargo handling capacity
 - Capital requirements.
 - Revenue and Operation Costs
 - Timelines
 - Clearances
 - Availability of industrial subsidies.

3. TIMELINE AND DELIVERABLES

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

Zero Date: The zero date shall be counted from 10th day of date of work order/ LOI/ LOA

Sr No	Deliverable	From Zero Date
01	Data Collection and Review	02 weeks
02	Identification of suitable locations as well as broad technical and & economic assessment including timeline and clearances	06 Weeks
03	Recommendations along with submission of draft report	07 weeks
04	Submission of Final report incorporating GMDC's Inputs	Within 01 weeks from the date of receipt of comments from GMDC.

Deliverables:

In pursuance of this SOW/TOR, the Consultant shall undertake/deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. Each deliverable shall include an executive summary, analysis, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 05 hard copies and soft copy of all the Draft and Final Reports shall be submitted to the Authority.

4. MOBILISATION AND COMMENCEMENT OF WORK

In the event of the award of the contract, the consultant shall have to commence the work immediately. Consultant shall also have to mobilize their equipments/manpower/resources for commencement of work within 7 days from the zero date.

In case of failure to commence the work within the stipulated period, the company shall have absolute discretion to withdraw the work order/LOI/LOA and forfeit the Bid Security Money deposit (EMD) &/ or security deposit (SD).

5. DEFECT LIABILITY

The consultant shall be responsible for the authenticity of all kinds of data produced by the consultant during the project. If any discrepancy is found in the field data and calculations, the consultant shall review the data, repeat the survey and field investigation work and furnish the revised data at no extra cost.

6. COPYRIGHT

The data provided and obtained by GMDC is the property of GMDC. The data provided by the client to the consultant is confidential. The consultant shall maintain the confidentiality of the data provided by the client. The report submitted would be the property of GMDC. The consultant has no right to reproduce, reprint and present any part of the report without the permission of the GMDC

7. TEAM DEPLOYMENT

The Bidding Consultant shall be required to deploy expert team having good experience. The type of team to be deployed is mentioned in the Qualifications Criteria section.

SECTION III: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Bidding Process

- a. GMDC has adopted a single stage one packet online bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in **RFP for Selection of consultant for Preparation of Pre-Feasibility Report for identifying and studying potential locations to set up Cargo Jetty in Kutch, Gujarat, India**(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 a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 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 6.2(a), 5.1 and 5.2 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3 and 6.2. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the “**Composite Score**”) derived based on Quality cum Cost based method (the “QCBS”) specified in Clause 5.4 of RFP SECTION III. The Bidder obtaining Highest Composite score shall be considered as Preferred Bidder (the “**Preferred Bidder**”).
- e. The bidders are required to quote Consultancy Fees as per Price Bid Format provided in Annexure 7 of this RFP.

1.2. 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 if any.

1.3. Acknowledgement by Bidder

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

- 1) made a complete and careful examination of the RFP document
- 2) received all relevant information requested from GMDC;
- 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GMDC relating to any of the matters referred to in Clause 1.2 above; and
- 4) acknowledged that it does not have a Conflict of Interest
- 5) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

1.4. Cost of Bidding

The 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.

1.5. RFP Fee

- a) Bidder will need to submit nonrefundable RFP Document/Tender Fee of **INR 2,360 (i.e. RFP fees of INR 2,000 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 npcocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favour of GMDC Limited through electronic mode is specified below:

ICICI Bank, Ahmedabad Branch
Account Number: 002405019379
IFSC code: ICIC0000024

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.

In case of Demand Draft, then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for the cost of RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall be considered non-responsive and shall be summarily rejected.

1.6. Schedule of Bidding

Sr. No.	Event Description	Date, Time and Address
1	Date from which RFP document will be available	RFP document shall be available from 06/12/2023 from website https://gmdctender.nprocure.com and www.gmdcltd.com
2	Last date for receiving queries/clarifications	Bidders may send their queries by 05/01/2024 up to 18:00 hrs to following contacts or reach out for any assistance. Senior General Manager (Tech I) Gujarat Mineral Development Corporation (GMDC) Email: tech@gmdcltd.com Address: Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad
3	Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com 05/02/2024 up-to 17:00 hrs and (i) any submission of offline price bid (i.e. physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification. A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid. Technical Bid is not to be submitted online, but should be submitted in physical offline mode after the submission of the Price Bid at the designated address by the deadline mentioned.
4	Last Date and Time of Submission of Technical Bid in Hard Copy	The Technical Bid is to be submitted offline, strictly after the due date for online submission of price bid but on or before 15/02/2024 up to 15:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.
5	Opening of Technical Bid	On 20/02/2024 at 16:00 hrs at GMDC office
6	Opening of Price Bid	To be indicated later, after completion of Tech. Evaluation.

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 and n-procurement portal.

2. GENERAL

2.1. Bid Validity

- a) Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

2.2. Numbers of Bids by Bidder

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

2.3. Governing Law and Jurisdiction

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

2.4. Authority's Right to Accept and Reject any Bids or all Bids

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

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

2.5. Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount **INR 50,000 (INR Fifty Thousand)** shall be provided in favour of "**Gujarat Mineral Development Corporation Ltd**" , in any one of the following forms/formats. The List of Approved Bank is provided in Annexure – 10 (except co-operative banks).
 - 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 10 (except co-operative banks) and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per of RFP. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.
 - iii. The Fixed Deposit Receipt from any bank among the list of scheduled commercial Bank in India published by RBI, which is valid for a period of six months or more after last date of receipt of RFP and that it is duly pledged in favour of the RFP inviting authority.
- b) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- d) The Bid Security of unsuccessful Bidders will be returned directly to their account

digitally only by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process.

- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- f) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 12 of this RFP SECTION III;
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA
 - 2) to sign the Agreement within the time period specified by GMDC.
 - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. RFP DOCUMENT

3.1. Content of RFP Document

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.3.

Notice Inviting RFP

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

3.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP document may notify GMDC in writing through email at the address provided in clause 1.6 of section III. They should send in their queries on or before the date mentioned in clause 1.6 of section III in order to enable Authority to have adequate notice of the said queries. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on GMDC.

3.3. Amendment and corrigendum of bidding Documents

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

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

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

4.2. Bid Currency

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

4.3. Submission Format & Sealing and Marking of Proposals

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

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder
2	2	Bidder's Organization and Experience. <ul style="list-style-type: none">• 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 as may be applicable• Documentary evidences for work experience of similar nature from the client such relevant portion of Work Order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by CA certificate/self-certification from the Managing Director of bidder's Indian entity to ascertain authenticity.
3	3	Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR/SOW
4	4	Team Composition and Task Assignments
5	5	Curriculum Vitae (CV) for Proposed Team and Support Staff
6	6	Undertaking for information and document provided are true.
7	11	Bidder' details for registration purpose

8	Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
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The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said 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 for Selection of Consultant for Preparation of Pre-Feasibility study Report for identifying and studying potential locations to set up Cargo Jetty in Kutch, Gujarat, India”

Addressed to:

Senior General Manager (Tech I)
Gujarat Mineral Development Corporation (GMDC)
Email: tech@gmdcltd.com
Address: Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad

- b) **Price Bid (Online)** to be filled up at designated places at <https://gmdctender.nprocure.com> only as per the format provided in the Annexure 7.
- c) The Bidders are required to submit its Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.6.

4.4. Bid Due Date

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.3. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on website <https://gmdctender.nprocure.com> and www.gmdcltd.com.

4.5. Late Submission

- a) Physical submissions for Technical Bid 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.
- c) The bidder is expected to take its registration for e-tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for

online bidding may advantage of training made available by e bidding platform nProcure. The contact details of (n)Procure are as follows:

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

403, GNFC Infotower, Bodakdev,

Ahmedabad - 380054. India

Sales: 079- 4000 7323

Support: 079- 4000 7300

Email : nprocure@ncode.in

For registration at procure website please download the registration procedure manual available from following link.

https://www.nprocure.com/html/Vendors/New%20User%20Registration_nProcure_2013.pdf

4.6. Modification and Withdrawal of Bids

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

5. BID EVALUATION CRITERIA

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

5.1. Pre-Qualification Criteria

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

- a) The Bidder shall be a legal entity registered in India under the relevant legislation. The Bidder may also be a branch office of any foreign entity, provided that such foreign entity is registered in the country of its incorporation and has obtained appropriate approvals from the RBI to operate.
- a) The Bidder must have an average annual revenue of **Rs 10 crore** (Rs Ten Crore) per annum, from management consulting business, for last Seven years (Excluding revenues from IT implementation, ERP, Audit, Taxation).

- b) The bidder shall offer in the proposal and make available all the key resources/Team members as per the minimum qualification and experience specified in Clause 5.2 (Table -2). Additionally, the Bidder shall commit to deploy any special domain area experts in mineral and mining sector for special consultation / advice as required for this engagement without any additional cost.
- c) Consortium/Joint venture is not permitted to participate in bidding process.
- d) The Bidder should not have Conflict of Interest as per Clause 13.

5.2. Technical Score Criteria

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

TABLE: 1

Sr No.	Marking Heads	Marks	Sub-Marks
A	Experience of Bidder	30	
1	<p>Experience in Pre-Feasibility / Feasibility Study / TCFR of setting of Cargo Jetty/port/ bulk sea logistic for solid cargo or similar works**. Bidders are allowed to showcase the experience of International members firms.</p> <p>At least one assignment of preparing Pre-Feasibility / Feasibility Study / TCFR of setting up a cargo jetty/port / Bulk sea logistics for solid cargo is required in the last seven years out of four eligible assignments.</p> <p>The bidder must submit the copies of Work Order for the similar works** executed along with the copies of Completion Certificate.</p>	30	<ul style="list-style-type: none"> For 4 eligible assignments -18 marks. For the subsequent eligible assignments - 3 marks each.
B	Proposed Project Team	20	Minimum Qualification and Marking criteria for Project Team are specified in table 2 below.

C	Approach and Methodology for Proposed Work and proposed Team interviews	50	
1	Work Plan approach & proposed methodology	10	
2	Technical Presentation	40	
	Total	100	
	Qualifying Marks	70	

****“Similar Work”** means preparation of Pre-Feasibility / Feasibility Study / TCFR for detailed design / Engineering of marine and civil engineering works/Construction of Marine Structures, viz. Jetties / Berths / backwater storage/ and related onshore works

Special Note:

- ***Relevant portion of Work Order/contract/Client completion certificate to be submitted. Different projects (with separate Work Orders / Pos and separate scope) with the same client can be cited as separate projects***
- **Work / Job Completion Certificate issued by the authorized representative of the client / principal employer indicating scope and value of work to be furnished; where completion letter does not contain scope or value of the assignment in sufficient detail, work order to be additionally furnished; In the event neither of the two documents can be produced, a certificate from the statutory or independent auditor (to be signed by Chartered Accountant) can be furnished providing brief description of work, value and confirming receipt of full payment against completion of such work.**

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

TABLE: 2

Position	Minimum Qualification and Experience	Marking
<p align="center">Team Leader Cum Financial expert</p>	<ul style="list-style-type: none"> • MBA (Finance) / CA/ CFA or equivalent • Worked as a team leader in a similar field • Should have at least 15 years' experience of working on consultancy assignments in infrastructure • He should have led the Consultancy team in Feasibility Study or preparation of Revenue Model and/or Project Structuring for at least 2 (two) Eligible Assignments. <p>Job :</p> <p>He will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP. He will be responsible for Financial analysis, modeling and project structuring.</p>	<p>1.Relevance of experience: 4 marks</p> <ul style="list-style-type: none"> • 2-4 relevant projects / assignments as team leader: 2 marks • Over 4 relevant projects / assignments: 4 marks <p>2. Length of total experience: 4 marks</p> <ul style="list-style-type: none"> • Min. 15 years of experience: 2 marks • More than 15 years of experience: 4 marks <p>Total (1+2) :8 Marks</p>
<p>Technical cum Port planning expert</p>	<ul style="list-style-type: none"> • MBA with Bachelor's Degree in Civil Engineering / Mechanical Engineering / Transport Economics. • Master Marine (FG) having international license. • Minimum 15 years experience as a port expert/traffic analyst/ market analyst for at least 2 (two) eligible assignments 	<p>1. Relevance of experience: 4 marks</p> <ul style="list-style-type: none"> • 1 mark for each completed assignment of similar type of projects (maximum 4 Marks) <p>2. Length of total experience: 4 marks</p> <ul style="list-style-type: none"> • Over 15 years of experience: 2 marks • 0.5 Marks for each year beyond 15 years (maximum 2 Marks) <p>Total (1+2) :8 Marks</p>

Environmental Expert	<ul style="list-style-type: none"> ● Master's Degree in Environmental Science or equivalent. ● At least 2 relevant projects ● Minimum 10 years experience in similar relevant projects 	<p>1. Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> ● 0.5 mark for each completed assignment of similar type of projects (maximum 2 Marks) <p>2. Length of total experience: 2 marks</p> <ul style="list-style-type: none"> ● Over 10 years of experience: 1 marks ● 0.5 Marks for each year beyond 10 years (maximum 1 Marks) <p>Total (1+2) :4 Marks</p>
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Note: Of above, all can be on the contractual role or on the regular roll of the Consultant. Consultant is required to deploy all personnel for this assignment. Above is a minimum list of key persons. Additional expert resources or support staff is welcome but should not substitute the above.

5.3. Evaluation of Price Bid and Financial Score

The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and Pre-Qualification Criteria and obtaining minimum 70 marks in the Technical score system as specified in clauses 6.2(a), 5.1 and 5.2 respectively) Bidders shall be opened.

The Bidder shall be required to Quote Consulting Fees for the Scope as per the Price Bid format provided in annexure 7. The sum of all Consulting Fees quoted for all phases shall be considered for price Bid evaluation and determining the Financial Score.

Financial Score

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 fee quoted by Consultant

LFP = Lowest Consulting fee quoted by Consultant

LFP or F refers to the Consulting Fees quoted
Bidder scoring lowest charges shall be given 100 marks.

5.4. Composite Score

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

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

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

- (ii) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of GMDC, the LOA would be granted to the preferred bidder who would then be the Successful Bidder.

6. EVALUATION PROCESS

6.1. Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's names, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

6.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 4.3** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

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

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (i) The Technical Bid is submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
 - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
 - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
 - (iv) Physical submission of Technical Bid 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 whose Bids determined to be responsive.

b) *Assessment of Pre-Qualification Criteria*

- 1) GMDC shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5.1 and have submitted all documents as per clause 4.3 in order to qualify for next stage of assessment.
- 3) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.

c) *Determination of Technical Score*

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of ITB.
- 2) Responsive and Pre-Qualified Bidders may be called to make multi-media presentation on "Approach and Methodology" by GMDC at its sole discretion.
- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum **score of 70 in Technical Score** shall be declared Technically Qualified Bids (the "Qualified Bids"/ "Qualified Bidder").
- 4) The Price Bids of only Qualified Bids shall be opened. Evaluation of Price Bids of only Qualified Bids shall be carried out.

6.3. Opening of Price Bid and Financial Score

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <http://gmdctender.nprocure.com> as per the indicative format specified in **Annexure 7** to this RFP.

- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 6.2,5.1 and 5.2 shall be opened.
- (iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 (c) in advance. The Bidder can view the opened price bid at their computer and place.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.3.

6.4. Composite Score

- (i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in the clause 5.4
- (ii) The Bidder achieving “Highest Composite Score” shall be generally declared as Preferred Bidder (the “Preferred Bidder”) and considered for award after following the due process including negotiation.

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

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

6.6. Verification and Disqualification

- (i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.
- (ii) GMDC reserves the right to reject any Bid 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 12.
 - In case the Bidder has Conflict of Interest as per clause 13.
 - 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 applicant or financial failure due to bankruptcy.
- A bidder who submits or participates in more than one Bid under this RFP.

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

- a) invite the remaining Bidders to submit their Bids or
- b) take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.

(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 Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Consultant , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Consultant. In such an event, GMDC shall be entitled to forfeit and appropriate the Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7. Contacts during Bid Evaluation

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

6.8. Correspondence with Bidder

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

6.9. Confidentiality

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

7. SELECTION OF CONSULTANT AND SIGNING OF AGREEMENT

7.1. Notification of Award

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

7.2. Signing of Agreement

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 300/- denominations can be used as per requirement), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

(iii) After the signing of Agreement, the Successful Bidder shall call the “Contractor”.

8. PERFORMANCE SECURITY

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations, within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 9) for amount of equivalent to **10% (Ten percent) of total Consulting Fees/total contract value(without GST)accepted/agreed for the Scope of Work** payable to GMDC by the Successful Bidders (the “**Performance Security**”) from Approved Bank to Authority. Such performance Security shall be in favour of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank to Authority. The List of Approved Bank is provided in Annexure – 10 (except co-operative banks).

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank as per Annexure -10 (except co-operative banks) on behalf of the bidder in favour of “Gujarat Mineral Development Corporation Ltd.” shall be in paper form (Stamp Paper) as well as issued under “Structured Financial Messaging System”. Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below: -

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

- (ii) The Consultant shall maintain a valid and binding Performance Security for a Contract Period. The Consultant shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the Consultant shall have to renew Performance Security for a period of extended Contract Period.
- (iii) If the Bidder fails to furnish the Performance Security, it shall be lawful for GMDC to 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:
- in the event GMDC requires to recover any sum due and payable to it by the Consultant including but not limited to Damages; and which the Consultant has failed to pay in relation thereof; and
 - in relation to Consultant’s breach in accordance with the terms contained in the Agreement.

- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement, the Consultant shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate the said Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Consultant without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

9. Commencement of Work/Assignment

The Consultant shall commence the Consultancy work within 7 days from the date of acceptance of LOA or such other date as may be mutually agreed.

10. Proprietary Data

Subject to the provisions of Clause 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the Consultant, 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 Consultant to GMDC in relation to the Consultancy Assignment pursuant to TOR shall be the property of GMDC.

11. Tax Liability

- (i) The rates quoted in Price Bid Annexure 7 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, 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/invoice 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.

12. 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 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 Consultant as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Consultant shall not be eligible to participate in any RFP or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Consultant 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 12, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or
 - (ii) after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the Project;
 - (iii) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (iv) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (v) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (vi) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

13. CONFLICT OF INTEREST

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

14. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- e) The Consultant shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

SECTION IV: CONSULTING FEES AND PAYMENT TERMS

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

1. CONSULTING FEE AND PAYMENT TERMS

- a) The Prices are being invited and to be quoted for bidder's scope as per the price bid format specified in Annexure 7(Format of Price Bid) RFP.
- b) **The bidder shall quote the firm rates considering all possible escalation during the currency of the contract**
- c) The rates quoted by the bidder shall remain firm during the pendency/currency of the contract and **no price escalation** is consider/payable under this contract on any account for whatsoever reason
- d) No advance payment will be provided.
- e) Payment Schedule:

The consultant will receive payment in installments. The progress will be checked and payment installment will be given according to the following schedule:-

Sr. No.	Work	Payment Schedule on completion at different stages
1	On Submission of Draft Report as per the scope of the work and deliverables	60% of total contract value
2	On submission of Final Report acceptable to GMDC as per the scope of the work and deliverables	Remaining 40% of the contract value

Note: All the above payments will be made after the acceptance from the authority.

- f) GMDC shall make payment within 21 days of receipt of invoices at corporate office upon verifying the invoice subject to following deduction.
 - i. tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
 - ii. Cost of any services provided / material supplied plus 10% administrative charge plus applicable taxes, if any, by the GMDC.
 - iii. Liquidated damages leviable as per clause No.5 of Section-V

iv. Other deductions, if any

- g) Applicable GST 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. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Contractor.
- h) The payment will be made through RTGS/NEFT. The bidder will submit Bank details before release of payment.

SECTION V: OTHER CONTRACT TERMS AND CONDITIONS

1. GENERAL

1.1. Principles of Interpretation

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

1.2. Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the Consultants. The Consultant shall, subject to this document, 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 Consultant shall be as set forth in the document, in particular:

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

1.4. Governing Law and Jurisdiction

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

1.5. 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. Notices

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

If to Authority;

_____.

Gujarat Mineral Development Corporation Ltd, Ahmedabad
If to Consultant;

1.7. Authorised Representative

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

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

If the Contractor does not commence/complete the Services within the period specified in Clause 4 of SECTION II above, GMDC may, by not less than 1 (one) weeks' notice to the Contractor, declare this contract to be null and void, and in the event of such a declaration, the contract shall stand terminated and the Contractor shall be deemed to have accepted such termination.

2. FORCE MAJEURE

- a) Force majeure is herein defined as any cause which is beyond the control of the Contractor or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

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

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standard of Performance

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

3.1.2. Terms of Reference

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

3.1.3. Applicable Laws

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

3.1.4. Consultants not to Benefit from Commission, Discounts etc.

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

3.1.5. Consultants and Affiliates not to engage in Certain Activities

The Consultant 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 Consultant to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities. However, in such cases the Consultant agrees to a professional responsibility to maintain the confidentiality of Client information

3.1.6. Confidentiality

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

4. OBLIGATIONS OF GMDC

GMDC would be supporting with:

- All available first-hand information/documents/data to the consultant for the assignment including Lime stone mine.
- Rigorous participation in the field with the consultant team to help in eliminating misleading information during data acquisition.
- Entire monitoring of the fieldwork if any.
- Provide feedback in preparing the presentation and develop a protocol of comments for the final incorporation.
- Any other available support if deemed necessary by the client.
- GMDC will provide lodging and boarding on availability and chargeable basis (charges applicable to employees of GMDC who are on official visit) at Guest house available at Panandhro Lignite project or ATPS during the site visit.

5. LIQUIDATED DAMAGES AND PENALTY

5.1. Liquidated Damages

5.1.1. Liquidated Damages for error/variation

If the consultant fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to GMDC's default, liquidated damages (LD) shall be imposed by GMDC on the consultant. However, imposition of LD shall be without prejudice to the other remedies available to GMDC under the terms of the RFP document.

5.1.2. Liquidated Damages for delay

- a) If the service provider fails to deliver the services within the delivery period/ contract period and any extension thereof, unless such failure is due to force majeure situation or due to GMDC's default, liquidated damages (LD) shall be imposed by GMDC on the service provider. However, imposition of LD shall be without prejudice to the other remedies available to GMDC under the terms of the RFP document. In case of GMDC's fault, which is beyond the control of the contractor shall be jointly recorded and certified by the Project Manager / Site- in Charge. For such delay no liquidated damage shall be deducted
- b) In case of delay in delivery of the services, the LD shall be calculated as 0.5% (zero-point five cent) of the contract value of the uncompleted activities for delay of a week or part thereof subject to maximum of 5% of contract value (excluding taxes and duties), shall be charged to contractor. GST on LD shall be recovered in addition to the LD amount.
- c) GMDC shall have full liberty to realise the LD through the following ways:

- i. Appropriation of the Performance Security;
 - ii. Appropriation the of EMD (in case provision of Performance Security does not exist);
 - iii. To deduct the liquidated damage from any sum due or to become due hereunder, or under any other contract with Contractor or may otherwise recover from Contractor all sums that may become due to GMDC by virtue of any of the terms thereof.
 - iv. Without prejudice to any other method of recovery, deduct the amount of such damages from any amount in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve Contractor from his obligation to complete the contract work, or from any other of his obligation and liabilities under the contract.
 - v. Nothing in this clause 5 shall prevent GMDC from exercising its right of termination of contract under clause no. 2.2 of Section V hereof and associated clauses there under and GMDC shall be entitled, in the event of exercising its said right of termination after the date of final completion of the work to liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due consequent to a termination under clause no. 2.2 of Section V hereof.
- d) 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.

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

5.1.4. Encashment and appropriation of Performance Security

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of contract or for recovery of liquidated damages specified in this Clause 5.1.

5.1.5. In order to be able to perform the Services within the agreed timeframe and budget and to fulfill its responsibilities on a timely basis, Consultant will rely on the GMDC's timely cooperation, including the GMDC making available

relevant data, information and personnel, performing any tasks or responsibilities assigned to the GMDC and the GMDC notifying Consultant of any issues or concerns the GMDC may have relating to the Services. During the course of the Services, priorities may shift, or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and agree on any appropriate adjustments, including to the scope of work, timeframe and budget.

5.2. Penalty for Deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law

6. DISPUTE RESOLUTION

6.1. Amicable Solution

- (a) Save where expressly stated otherwise in this RFP or Agreement signed between two parties, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/TOR /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and Consultant in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to committee of two senior executives of each Authority and the Consultant, 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 Consultant. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

6.2. Arbitration

(a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 6.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

(b) Place of Arbitration

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

(c) Procedure

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

(d) Enforcement of Award

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

(e) Fees and Expenses

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

6.3. Performance during Dispute Resolution

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

SECTION VI: ANNEXURE

Annexure 1: Letter of Bid Submission

{On Bidder's letterhead}

Dated:

To,

Senior General Manager (Tech I)

Gujarat Mineral Development Corporation (GMDC)

Email: tech@gmdcltd.com

Address: Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad

Subject: Submission of Bid in response to RFP for Selection of Consultant for Preparation of Pre-Feasibility study Report for identifying and studying potential locations to set up Cargo Jetty in Kutch, Gujarat, India.

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting 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 EMD, Bid-Document Fee, Technical Bid-Pre-Qualification and Qualification documents and**
- B. Online submission of Price Bid: Price Quote per the provisions of RFP.**

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Organization and Experience

A - Bidder's Organization

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

B - Bidder's Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Assignment/job similar to the ones specified in Technical Marking system set forth in the RFP (If possible, the Bidder shall specify exact assignment / job for which experience details may be submitted)]

1. COMPLETED JOB/WORK:

Name of the Client	Address:	Brief description of work awarded	Work order no. and date	Time Duration of Assignment/job (months/year):	Completion time/period (month/year):	Penalty or liquidated damages Paid (if any)

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

2. WORK IN HAND

Name of the Clients	Address:	Brief description of work awarded	Work order no. and date	Duration of Assignment /job (months):	Start date (month/year):	Expected to be completed (months.year)

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

Annexure 3: Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR

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

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

a) **Approach and Methodology**

As per the Technical Marking system

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

Annexure 4: Team Composition of Key persons and Task Assignments

Team Leader, Project Manager/Project Head and Subject Matter Experts.

Sr. No.	Position	Name of Staff	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Years of Experience (i) Total Exp. & (ii) sector experience	Number of relevant projects completed
1.	Team Leader cum Financial expert						
2.	Technical cum Port planning expert						
3.	Environmental Expert						

Support Staff (if any)

Sr. No.	Position	Name of Staff	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Years of Experience	Any other information
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Annexure 5 : Curriculum Vitae (CV) for Proposed Experts Key persons and Support Staff

(Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV)

1. Proposed Position in the assignment:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:

From [Year]: To [Year]:

Employer:

Positions held:

Sector:

10. Total Experience (Years): _____(details to be given in point no 13)
11. Marine Sector Experience (Years): _____(details to be given in point no 13)
12. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned. Please provide project / assignment wise details/

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12. List of the assignment below should also match sr.no 10 and 11]

- (i) Name of Assignment/job or project:
- (ii) Year:
- (iii) Location:

- (iv) Employer:
- (v) Main project features:
- (vi) Positions held:
- (vii) Activities performed:
- (viii) Sector:

- 14. Any other Information (relevance of experience, relevance of qualification etc.)
- 15. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- I. This CV correctly describes my qualifications and my experience.
- II. I am not employed by the Executing /Implementing Agency.
- III. I am/I am not in regular full-time employment with the Bidder
- IV. I am willing to work on the project and I will be available for entire duration of the project assignment as per task assigned to me.
- V. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.
- VI. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

Annexure 6 : Undertaking

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

Dated this _____ day of _____ 2023.

Signature
(Company Seal)

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

Signed by

Authorized Signatory with designation

Annexure 7 : Indicative Format of Price Bid

(This is indicative format for Bidder's reference only.)

The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <http://gmdctender.nprocure.com>. Price Bid should not be submitted in hard copy AND/OR placed with Technical Bid. **Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)**

Sr. No.	Job	Lump sum Consulting fee (in Rs.) (including all taxes and levies except GST)	
		In number	In words
1.	Preparation of Pre-Feasibility study Report for identifying and studying potential locations to set up Cargo Jetty in Kutch, Gujarat, India as per TOR/SOW		

Notes:

- (1) The Bidder to quote rate inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Consulting Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Consultant.
- (2) 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.
- (3) The above quoted rates represent remuneration of Bidder's staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance, and any other expense to be incurred for executing Terms of Reference.
- (4) Consulting Fees shall be paid as per the payment terms specified in Part IV.

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 8 : Format for Bank Guarantee for 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.....2023

To,
Senior General Manager (Tech I)
Gujarat Mineral Development Corporation (GMDC)
Email: tech@gmdcltd.com
Address: Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad
Bank Name: ICICI BANK LTD.
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037

Dear Sir,

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

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

1. We the _____ (Name of Bank) hereinafter referred to as "Bank" having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any

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

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

Bidder at this time when proceeding are taken against Bank hereunder be outstanding _____ or _____ unrealized.

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

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.
10. The Bank has under its constitution power to give this guarantee and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____ (Name of the Bank)

Annexure 9:
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.....2023

To
Senior General Manager (Tech I)
Gujarat Mineral Development Corporation (GMDC)
Email: tech@gmdcltd.com
Address: Khanij Bhavan, 132 ft Ring road, Gujarat University Ground, Vastrapur, Ahmedabad
Bank Name: ICICI BANK LTD.
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s _____ (hereinafter called "Contractor/Consultant") 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/Consultant 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 be caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Contractor in respect of the said document and the decision of GMDC that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
- 4) We _____ (Name of the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said contractor (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have no claim against us for making such payment.
- 5) We _____ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee thereafter.
- 6) We _____ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act or omission on your part or any indulgence by

you to the said Contractor or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____ (Name of the Bank)

Annexure 10:

List of Approved Banks for Performance Security if Bidder intends to submit Bank Guarantee

Finance Department, Government of Gujarat's GR No: EMD /10/2021/7729/DMO dated 12/04/2021 specified list of Approved Banks as follows.

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

Government of Gujarat

Finance Department

GR. No.: FD/MSM/c-file/4/2023/0057/D.M.O.

Date: 21/04/2023

Read: FD GR. No.: EMD/4/2022/0002/DMO Dt. 20/05/2022

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 read resolutions of this department dated 20/05/2022.

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.


(S. Chhakechhuak)

Additional 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/4/2023/0057/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. Chhakhhuak)

Additional Secretary (Budget)

Finance Department

-----XXXXX-----

Annexure 11: Bidders Details for Vendor Registration Purpose only.

NAME OF BIDDER:	
ADDRESS: 1	
STATE	
CITY	
PIN CODE	
EMAIL	
PAN NO.	
GST NUMBER	
MSME NO.	
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	



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