



Gujarat Mineral Development Corporation **Limited**

Request for Quotation Document For

Supply of Platinum wares

At

Kadipani Project of GMDC

RFQ Number GMDC/M&S/QC/RFQ/01/23-24

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Government of Gujarat Enterprise)
Khanij Bhavan, Univ. Ground, 132 ft. Ring Road,
Opp. Manav Mandir, Vastrapur, Ahmedabad 380 052.
CIN - L14100GJ1963SGC001206



NOTICE INVITING RFQ

RFQ Number GMDC/M&S/QC/RFQ/01/23-24

Place of work	Kadipani Project
Brief Description of work	Supply of Platinum wares for Laboratory
Item wise Quantity	As per Scope of Work.
Period of contract	30 Days for Supply of Platinum wares for Laboratory
Estimated Contract Value	Rs. 17,73,000.00 (Rupees Seventeen Lac Seventy-Three Thousand Only) excluding GST.
Availability of RFQ Document	RFQ Document will be available on the GMDC website (www.gmdcltd.com) and nprocure portal (www.nprocure.com & https://tender.nprocure.com). Bids shall be required to be submitted online on the nprocure portal (www.nprocure.com & https://tender.nprocure.com).
EMD (Earnest Money Deposit)	<p>Rs. 53,200.00 (Rupees Fifty-Three Thousand Two Hundred Only) in any one of following form</p> <ul style="list-style-type: none">➤ DD in favor of GMDC Ltd. Payable at Ahmedabad.➤ RTGS/NEFT in the following bank account: Account Name: - Gujarat Mineral Development Corporation Limited ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379 IFSC: ICIC0000024 <p><i>Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2016 on the date of submission of RFQ.</i></p>
RFQ Processing Fee	<ul style="list-style-type: none">➤ Rs. 5,000/- (Five Thousand only) plus GST @ 18% aggregating to Rs.5,900/- payable by RTGS/NEFT in the following bank account: Account Name: - Gujarat Mineral Development Corporation Limited ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379 IFSC: ICIC0000024 <p><i>Relaxation in terms of submission of RFQ Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2016 on the date of submission of RFQ.</i></p>

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Bid Validity Period	180 days from the date of opening of the preliminary bid, which shall be deemed extended unconditionally for further period of 30 days, if GMDC requires it.
Commencement of RFQ	18.12.2023
Last date for download the RFQ Document	17.01.2024 up to 18.00 Hours
Last date of submission of bid through online	17.01.2024 up to 18.00 Hours
Last date of submission of physical documents i.e., Technical Bids, EMD, RFQ Fee etc.	17.01.2024 up to 18.00 Hours at Corporate Office, GMDC Ahmedabad
Date and time for online opening of preliminary bid.	22.01.2024 at 17.00 Hours
General and Important Terms and Conditions	<ol style="list-style-type: none">1. GMDC reserves absolute right/discretion to accept and/or reject any or all the RFQs received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.2. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFQ document. Conditional RFQ shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.3. GMDC may issue amendments/corrigendum in the RFQ documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFQ on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum.4. GMDC reserves the rights to modify or alter any Condition of the RFQ. <p>The Bidders are advised to submit their price bid online on www.nprocure.com & https://tender.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.</p> <ol style="list-style-type: none">1. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFQ processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

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RFQ No. GMDC/M&S/QC/RFQ/01/23-24

Subject: Request For Quotations (RFQ) for Supply of Platinum wares for Kadipani Laboratory.

1 Purpose of the Document

The Request for Quotation (RFQ) floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is to select an entity for **Supply of Platinum wares at Kadipani Laboratory** of GMDC at the quoted commercials and executed contract terms & conditions.

2 About GMDC

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

3 Location of Supply/work

The Material will be supplied at **the Kadipani Project** Post - Kadipani, Ta – Kawant, Dist. – Chhota Udepur – 391175, Gujarat.

4 Scope of Work

4.1 The Successful bidder shall **Supply Platinum wares at Kadipani Laboratory** namely Platinum crucible with reinforced rim with lid, Platinum dish with reinforced rim without lid, Platinum tipped SS tongs 18 in (450 mm) long as per the technical specifications and terms and conditions of this RFQ Document.

4.2 Quantity: Project requirement of each instrument is specified in the table below:

Sr. No.	Instruments	Quantity
1	Platinum crucible with reinforced rim with lid	6
2	Platinum dish with reinforced rim without lid	6
3	Platinum tipped SS tongs 18 in (450 mm) long	2

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4.3 Technical Specification instruments:

4.3.1 Specification of Platinum crucible with reinforced rim with lid

Purity	99.95 % Purity with Certificate
Capacity	40 ml
Total weight (approx.)	crucible with reinforced rim = 33 gm crucible lid = 7.80 gm

4.3.2 Specification of Platinum dish with reinforced rim without lid

Purity	99.95 % Purity with Certificate
Capacity	75-80 ml
Total weight (approx.)	crucible with reinforced rim = 31 gm

4.3.3 Specification of Platinum tipped SS tongs 18 in (450 mm) long

Purity	99.95 % Purity with Certificate
weight (approx.)	Two tip per tong = 6 gm

5 General Instructions to Bidder

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

5.1 Cost of Bidding

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

5.2 Due Diligence

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

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5.3 Amendment of RFQ Document

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

5.4 Contact Details

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

General Manager (Marketing & Sales)
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad 380 052
E-mail: qc@gmdcltd.com, aapatwardhan@gmdcltd.co.in

5.5 Language of Bid

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

5.6 Late Bids

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

5.7 Right to Accept Proposal

GMDC LTD., reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby

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incurring any liability to the affected Bidder or any obligation to inform the affected Consortium of the grounds for such decision.

5.8 Period of Validity of Bids

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

5.9 Sub Contract

The Successful bidder shall not assign or sub-contract any portion of this work without prior written consent of GMDC.

5.10 Consortium / Joint Venture

Consortium / Joint Venture are not allowed.

5.11 Change in Law

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

5.12 Interpretation

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

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5.13 Declaration

The Bidder should submit the declaration regarding unconditional acceptance of all the terms and conditions of the RFQ document including Annexure and corrigendum if any and it has not enclosed any conditional offer as per FORM D provided in the RFQ Document.

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

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

6 Earnest Money Deposit

A non-interest-bearing Earnest Money Deposit Rs. 53,200.00 (Rupees Fifty-Three Thousand Two Hundred Only) in any one of following form

➤ Demand Draft in favor of GMDC Limited Payable at Ahmedabad.

OR

➤ Digital Mode, please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for the payment are as per the Annexure-C.

Account Name: - Gujarat Mineral Development Corporation Limited
ICICI Bank, Ahmedabad Branch, Ahmedabad
Account Number: 002405019379
IFSC: ICIC0000024

Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2016 on the date of submission of RFQ.

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7 RFQ Processing Fee

The RFQ Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of RTGS/NEFT of Rs. 5,000/- plus GST @ 18% (Rs. 900) aggregating Rs 5,900/- as mentioned in RFQ notice in the sealed technical bid cover.

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

8 Security Deposit

8.1 Security Deposit is measure of liquidated damages sustained by GMDC for not performing the contract satisfactorily. Nothing herein above shall disentitle GMDC from claiming the damages actually sustained in the value over and above the Security Deposit.

8.2 The successful bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) at within 10 days from the date of receipt of LOI in any one of following form

➤ Demand Draft in favor of GMDC Limited Payable at Ahmedabad.

OR

➤ Digital Mode, please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for the payment are as per the Annexure-C.

Account Name: - Gujarat Mineral Development Corporation Limited

ICICI Bank, Ahmedabad Branch, Ahmedabad

Account Number: 002405019379

IFSC: ICIC0000024

8.3 It shall be refunded to the Successful bidder, within a period of 03 months after satisfactory completion of the work and the due fulfillment of all the terms and conditions of the contract.

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- 8.4** The Successful bidder shall obtain “No Dues Certificate” to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Marketing & Sales] at Corporate Office, who after verification of the fact will arrange for refund of SD.
- 8.5** The successful bidder will also have to submit “NO DEMAND CERTIFICATE” along with the above-mentioned certificate.
- 8.6** The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to adhere to fulfill the conditions of work order / agreement.
- 8.7** Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC for not providing the manpower, tools and tackles as required as per the contract.
- 8.8** GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
- 8.8.1** If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
- 8.8.2** The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
- 8.8.3** Any other dues on account of statutory compliance.

9 Procedure for Submission of the Bid

- 9.1** Offers prepared in accordance with the procedures enumerated below.
- 9.2** Bid should be submitted **online** at www.nprocure.com & <https://tender.nprocure.com> on or before the last date and time as prescribed in this RFQ.
- 9.3** The Bidder should submit their bids in Two part online only. These are
- 9.3.1** Pre-qualification bid (Details of EMD and RFQ Fee),
- 9.3.2** Price Bid.



9.4 Manual price bids or the bids submitted by telex/ telegram/ fax/ e-mail etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.

9.5 Bidders are advised to follow the 'Instructions for Bids Submission' given **Annexure "A"** for e-submission of the bids online through n-procure.

9.6 Documents should be submitted as per check list given in form "A" through 'off-line' in the sealed cover super-scribed as **"Technical Bid for RFQ Number GMDC/Marketing & Sales/QC/01/23-24"** and **Name of work: "Supply of Platinum wares for Kadipani Laboratory."** Bids must be submitted as per the schedule (date & time) indicated in RFQ notice.

10 Eligibility and Qualification Criteria of Bidder

10.1 Experience & Past Performance

The Bidders should have the experience and successful execution on similar amount or/and supply of work executed for last two years (i.e., from 01.11.2021 to 31.10.2023) Similar contract means the bidder should have experience of **Supply of Platinum wares** namely Platinum crucible with reinforced rim with lid, Platinum dish with reinforced rim without lid, Platinum tipped SS tongs 18 in (450 mm) long in any Mining/Power Industry or any other Industries. (All equipment need not be a part of single order, instrument wise separate order will also be considered. However, bidder shall have the experience for all the equipment.)

Bidder shall submit the details of similar contract in **Form C** as provided in the RFQ Document. Statement of experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted as supporting documents.

List of other Govt. Departments, Public Sector/private units and Central Autonomous Bodies for which the bidder is supplying material is required to be submitted.

The Bidder shall submit proper certifications like **Authorization Certificate and Proprietary Certificate** in case of Proprietary items.

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10.2 Financial

10.2.1 Bidder must have a positive Net Worth for last for financial year of 2020-21, 2021-22 and 2022-23.

10.2.2 Bidder must have a Minimum Average Turnover of Rs. 5,32,000/- (Rupees Five Lac Thirty-Two Thousand Only) for financial year of 2020-21, 2021-22 and 2022-23. A certificate from Chartered Accountant regarding financial capacity shall be submitted as per format provided in **FORM C** of the RFQ Document.

10.3 Blacklisting of the Bidder

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

11 Price

Bidders are requested to quote the rates strictly as per the terms and conditions mentioned in the Price Bid Form PP. Rate quoted by the bidder should be firm and no price escalation will be allowed to the successful bidder during the supply period. The bidder should quote price only on free delivery at our Project location. The rates other than (FOR project basis) (our project basis) will not be considered.

12 Period and Duration of Work

The successful Bidder shall supply all the equipment as specified in scope of work within 30 days from the date of LOI.

13 Liquidated Damages (LD)

13.1 Timely delivery is the essence of the Contract. In the event of supply not being affected within the delivery schedule, liquidated damages @ 0.5 %, of the value of not supplied or unexecuted quantity without taxes and duties, per week of delay or part thereof, subject to a maximum of 10%, is recoverable from the successful bidder without prejudice to the right of GMDC to procure the balance materials at the risk & cost of the successful bidder. More than 3 days will be counted as a week for determination of liquidated damages.

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13.2 In the event of failure to supply the equipment, or part thereof, within the delivery period, GMDC reserves the right to cancel the Order, or part thereof, and if so desired, to purchase the balance quantity of equipment from alternate source at the risk and cost of the defaulting Purchase Order or and recover the difference in the event of extra expenditure incurred by GMDC.

13.3 No LD shall be levied if the reasons are not attributed to the successful bidder.

14 Performance Guarantee

14.1 The Successful Bidder has to give performance guarantee for Nine months from the date of supply of material.

14.2 The security deposit will be converted to a performance guarantee for a period of nine months from the date of material supply or the guarantee period given by the successful bidder, whichever is less.

14.3 If any defects observed during the guarantee period on the supplied materials, then the successful bidder shall carry out the total replacement in totality within 10 days from the date of intimation by GMDC.

14.4 If the successful bidder does not carry out the repairing work / replacement of spares within 10 days from the date of intimation by GMDC, The GMDC shall be free to carry out the repairing on the cost and risk of the bidder and deduct the cost from bidder's account.

15 Transit Insurance

The equipment supplied under the order shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery to destination. Insurance is to be provided by the successful bidder at his cost.

16 Loss and Damages

The Successful bidder shall be responsible for the said receipt of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually delivered and receipted by the GMDC at its works or other place of final destination. For this purpose, goods carried by the railway or other carrier shall be deemed to be carried at the risk of the Successful bidder. If on inspection at final destination, the GMDC discovers any loss in goods supplied or the goods are received in damaged condition or in the opinion of the GMDC these are not of the contracted quality and specification, GMDC will be

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entitled (not-with-standing that the property of goods shall have passed on to the company) to refuse acceptance of the goods altogether and claim damages and/or cancel the contract and buy its requirement in the open market at the risk and cost of the Successful bidder, reserving always to itself, the right of forfeiture of any amount found due and payable and/or the security deposit.

17 Goods & Service Tax

17.1 All bidders are required to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.

17.2 Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Successful bidder as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the Successful bidder under the said contract subject to production of documentary proof and Successful bidder will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

18 Payment Terms

18.1 The Successful Bidder shall submit invoice for the after completing the mentioned work/supply in all respect.

18.2 Payment shall be done only after successful trial and commissioning. Any advance payment if required shall be made in lieu of submission of Bank Guarantee of the same amount.

18.3 Bill shall be submitted to the office of the General Manager (Marketing & Sales), with following documents:

- Duly Certified Certificate by Project Authority for completion of supply.
- Check List as per format provided by GMDC.
- Any other documents if any as prescribed by GMDC.

18.4 Bill, submitted at the office of General Manager (Marketing & Sales) will be processed there considering following deductions.

- Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
- Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.

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- Liquidated damages,
- Other deductions, if any.

18.5 Payable amount arrived after considering above deduction, will be paid by office of the GM [Marketing & Sales], within 30 days of submission of the bill along with its details.

19 Evaluation of Bids

19.1 The entire Bid shall be evaluated based on Price Bid and as prescribed in subsequent clauses.

19.2 RFQ Clarifications

The GMDC may at its discretion, seek from any or all bidders, clarifications on his/their bids, including technical information, documents and materials before opening of Price bid.

19.3 Rejection of Bid

A bid that does not meet all eligibility criteria or is not responsive shall be rejected by GMDC. Submission of false or incorrect information, history of delayed work, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.

19.4 Opening of Bids

Price bids will be opened after verification of receipt of payment towards RFQ Fee and EMD. The eligible bidders will be communicated the date and time of on line opening of price bids by fax or telephone or email or SMS. However, all successful the bidders will be able to view the price bids online on their computers after opening of price bid.

19.5 In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.

19.6 Selection of successful Bidder shall be done as below:

19.6.1 Price bids will be opened after verification of receipt of payment towards RFQ Fee and EMD.

19.6.2 After, Preliminary scrutiny of the Pre-qualification Bid, the Price Bid shall be open.

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19.7 Selection of Bidder

The work will be awarded to the Bidder who lower bidder (L₁) in price bid.

The GMDC reserves its right to reject any or all RFQs or split the job between more than one bidders without assigning any reason and thereby without incurring any liability to the affected successful bidder or Bidders or any obligation to inform the affected successful bidder or successful bidder's of the grounds for GMDC Ltd., action/decision.

19.8 Negotiation

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

19.9 Acceptance of LOI

19.9.1 GMDC, on acceptance of the offer, will issue Letter of Intent to the successful bidder; who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If he does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

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

20 Supply Locations:

Supply to be provided at GMDC's various project location as per the following table:

Sr. No.	Address
1.	Fluorspar Beneficiation plant Post - Kadipani, Ta – Kawant, Dist. – Chhota Udepur - 391175

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21 Notice

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

22 Canvassing Not Permitted

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

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

23 Non-Fulfillment of Terms and Condition of The Contract

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

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

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23.3 For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or increase and/or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility.

24 Termination Of Contract

If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Successful bidder, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Successful bidder. GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

25 Governing Law

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

26 Jurisdiction

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

27 Arbitration

All questions, disputes, differences whatsoever which may at any time arises between the parties to this RFQ and subsequent contract in connection with the RFQ and subsequent contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only.

28 Completion of Supply

Upon the Successful bidder fulfilling the entirety of its obligations under the Purchase Order to the satisfaction of GMDC and subject to terms and conditions of the Purchase Order, it shall become eligible to apply for a Completion Certificate. The General Manger (M&S) of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Purchase Order under the Purchase Order have been completed in accordance with all the provisions of this Purchase Order. The Successful

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bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Purchase Order executed by it under the Purchase Order.

29 Lack of Information to Bidder

The bidder shall be deemed to have carefully examined RFQ document to his entire satisfaction. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligation under the bid.

30 Foreclosure

In case of any necessity arising due to local working conditions or any unforeseen reason not in the control of the GMDC or any reason what so ever, GMDC shall be at liberty to Fore close the contract without arranging any reasons or notice.

31 Force Majeure

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

31.2 Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.

31.3 Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within seven (7) days from the occurrence of such a cause notify the other in writing of such cases.

31.4 The Successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within seven 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.

31.5 For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful bidder shall be liable to pay extra costs (like increase in rates, remobilization,

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advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

- 31.6** If any of the Force Majeure conditions exists in the place of operation of the Successful bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- 31.7** The Successful bidder or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time.



Instruction to Bidders for Online Bid Submission

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

Address: **(n)Procure Cell**
(n)Code solutions A division of GNFC
403, GNFC Info-Tower, Bodakdev, Ahmedabad- 380 054 (India)
Tel: +91 26857316/17/18 Fax: +91 79 26857321, Toll Free: 7359021663
E-mail : nprocure@ncode.in

- 4.4 Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online RFQ process is not possible without a valid digital signature certificate.
- 4.5 Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of RFQ submission.
- 4.6 (n) code solutions reserve the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.
- 4.7 Bidders who have no facility to participate in on-line RFQs are requested to contact (n) code solutions for the same.
- 4.8 Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
- 4.9 All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above-mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:
- a. **GMDC:** Contact Person: QC (Head)
Contact numbers: 9423678433
E-Mail: sales@gmdcltd.com; aapatwardhan@gmdcltd.co.in
- b. **GNFC:** Contact Number: 079- 26857316/17/18 Toll Free: 7359021663
E-Mail: nprocure@ncode.in

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Annexure- B

Annexure I.

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

Date: 21/04/2023

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

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalupur 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-----

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Annexure- C



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FORM - A

CHECK LIST OF DOCUMENTS ENCLOSED WITH RFQ

Pre-qualification Bid

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
1.	RFQ Processing Fee	Yes/No
2.	EMD	Yes / No
3.	Form A (check list of documents enclosed with RFQ)	Yes / No
4.	Form B (Status of the Bidder)	Yes / No
5.	Form C (CA Certification for Financial Details and work carried out during the last seven years of bidder)	Yes / No
6.	Form D (Declarations)	Yes / No
7.	Form E (Undertaking of Genuineness of Document)	Yes / No
8.	Form F (Undertaking of Indemnity)	Yes / No
9.	Form G (Technical Compliance Statement) Proposed Model and Brand of the Instrument	Yes / No
10.	Form H Proposed Model and Brand of the Instrument	Yes / No
11.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No

PRICE BID

1	Online Price bid submission in Form PP	Yes / No
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FORM - B

STATUS OF THE BIDDER

Particulars	Details
Name of the Bidder:	
Address:	
Registered office:	
For correspondence:	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name & contact number of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No& Bank Account Details (Cancelled Cheque to be enclosed)	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	
Whether enlisted in other dept., if yes, then furnish the details pertaining to class and the amount qualified to RFQ	

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Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.	
Details pertaining to the work incomplete, if any	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the GMDC entity or any partner/proprietor of present entity GMDC was associated in any capacity.	

Signature and Stamp of the Bidder

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FORM - C

1. Turnover and Net Worth

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

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

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

Average Turnover of Rs. _____

2. Details of Similar Contract During the Last 2 Years by the Bidder

Sr. No.	Description of work/supply with Work place (Clearly Mention Supply and/or AMC)	Name of client with postal address	Work Order number and date	Contract Period		Name of the Equipment supplied and/or under AMC	Work experience certificate attached
				From (Date)	To (Date)		
							Yes/No
							Yes/No
							Yes/No
							Yes/No

Signature and Stamp of the Bidder

Signature and Stamp of the CA

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FORM - D

Declaration

(On letter head of the Bidder)

DATE:

To,

The General Manager (Marketing & Sales),

Gujarat Mineral Development GMDC Ltd.,

“Khanij Bhavan”, 132 ft. Ring Road,

University Ground, Vastrapur,

Ahmedabad-380052

Dear Sir,

I/we here by solemnly declare that

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

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

Yours faithfully,

Signature and Stamp of the Bidder

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FORM - E

(Format for Affidavit)

A F F I D A V I T

**Undertaking Regarding Genuineness of Documents
(On Non-Judicial Stamp Paper of Rs 300/-)**

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

1. I/We are submitting RFQ for the work _____ against RFQ No. _____
2. None of the Partners/Directors of our firm/GMDC is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this RFQ is complete, correct and true.
4. All documents/credentials submitted along with this RFQ are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our RFQ will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC RFQs and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

SIGNATURE OF THE BIDDER

WITH SEAL

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Dated

FORM - F

Undertaking Of Indemnity
(On Letter head of the Bidder)

To,

The General Manager (Marketing & Sales)
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan 132' Ring Road,
University Ground, Vastrapur,
Ahmedabad.

Dear Sir,

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

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)

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Technical Compliance Statement

1. Platinum crucible with reinforced rim with lid

Sr. No	Technical Specification	Yes/No
1	Purity : 99.95 % Purity with Certificate	
2	Capacity : 40 ml	
3	Total weight (approx.) : crucible with reinforced rim = 33 gm & crucible lid = 7.80 gm	

2. Platinum dish with reinforced rim without lid

Sr. No	Technical Specification	Yes/No
1	Purity : 99.95 % Purity with Certificate	
2	Capacity : 75-80 ml	
3	Total weight (approx.) : 31 gm	

3. Platinum tipped SS tongs 18 in (450 mm) long

Sr. No	Technical Specification	Yes/No
1	Purity : 99.95 % Purity with Certificate	
2	6 gm of tongs	

SIGNATURE OF THE BIDDER WITH SEAL

Dated



FORM - H

Proposed Model and Brand of the Instrument

Sr No	Instrument	Brand	Model	Supplier	Service Provider
1	Platinum crucible with reinforced rim with lid				
2	Platinum dish with reinforced rim without lid				
3	Platinum tipped SS tongs 18 in (450 mm) long				

Notes:-

1. The Bidder shall submit proper certifications like **Authorization Certificate and Proprietary Certificate** from the OEM in respect of Sales and Service Provider as per the applicability.



FORM – PP

(To be submitted online)

Sr. No.	Item	Unit	Quantity	Unit Rate (in Rs.)	Total Amount (in Rs.)
1	Platinum crucible with reinforced rim with lid	No.	6		
2	Platinum dish with reinforced rim without lid	No.	6		
3	Platinum tipped SS tongs 18 in (450 mm) long	No.	2		
Total Amount in Rs. (Excluding GST)					

1. The rates are excluding GST.
2. It is mandatory to quote rate for all the items mentioned in the price bid. Bidders who haven't quoted rate for any of the item shall be rejected.
3. The prices quoted must be net per unit and must include all charges for delivery, installation, commissioning, and training to concern manpower at designated project.
4. Any Indian duties, Custom, and other taxes (Excluding GST) which will be payable on the goods if this Contract is awarded;
5. Payment shall be done for actual work done only.

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FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

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

..... (Name of the Bank)

Address.....

Guarantee No.....

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

Date of Expiry.....

Limit to liability (currency & amount).....

Invitation For RFQ No..... Dated.....(bidding document)

For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,

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

Dear Sir,

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

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

1. We the _____ (Name of Bank) hereinafter referred to as “Bank” having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

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

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____(Name of the Bank)

Yours faithfully

For.....

(Name of the Bank)

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

Gujarat Mineral Development Corporation Limited (GMDC)

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

IFS Code: ICIC0000024. UIC GMDC530265584 for Field 7037 MT760

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

(A Government of Gujarat Enterprise)

Khanij Bhavan, Univ. Ground, 132 ft. Ring Road,

Opp. Manav Mandir, Vastrapur, Ahmedabad 380 052.

CIN - L14100GJ1963SGC001206