



**RFP for Procurement, Operation and Maintenance of Staff and
School Buses for Akarimota Thermal Power Station (ATPS)**

Volume 1: Instruction to Bidders

February 2024

Gujarat Mineral Development Corporation Limited

132 - Ring Road Gujarat University Ground, Vastrapur Ahmedabad - 380052

Disclaimer

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their Bid/ Eligibility and Qualification submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider the particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

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

The Authority reserves the right not to proceed with the selection process or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a Bid. No reimbursement of cost of any type shall be paid to persons, or entities submitting a Bid/Eligibility and Qualification Submission.

The Authority shall not be responsible for any costs or expenses incurred by the Proposers in connection with the preparation and delivery of Proposals, including costs and expenses related to visits to the sites. The Authority reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The qualified Bidder would be selected based on the criteria herein mentioned. The Bidders are required to submit the qualification documents and other information as specified in relevant sections of this RFP. Only the Price Bid of Technically Qualified Bidders would be opened. The date of opening of Price Bid will be communicated to qualified Bidders at a later date.

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GUJRAT MINERAL DEVELOPMENT CORPORATION LTD

(A Government of Gujarat Enterprise)

E-Tender Notice- Phase-02-GMDC/HR/10/2023-24

GMDC invites E-tender no: Phase-02-GMDC/HR/10/2023-24 for Request For Proposal For Procurement, Operation and Maintenance of Staff and School Buses for GMDC's Akarimota Thermal Power Station (ATPS). The RFP can be downloaded from the GMDC website.

For Further Details Please visit our website

www.gmdcltd.com & <https://gmdctender.nprocure.com>

General Manager (Human Resource)

Ph; - 079 - 27913501, 27913200

PART I: INSTRUCTION TO BIDDERS (ITB)

1. DEFINITIONS & ABBREVIATIONS

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:

- **“Authority”** means the Gujarat Mineral Development Corporation Ltd or its authorized representatives who has invited Bids from competent and interested parties for Bus Procurement, Operation and Maintenance of Buses on Gross Cost Contract Basis.
- **“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.
- **“Authorized Signatory”** means the Person Authorized by the bidder firm to sign the bid, correspond with the Authority, make representation to the Authority as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.
- **“Associates”** shall have a meaning specified in Clause 6.2 of the ITB.
- **“Bus”** means a Passenger Bus unit that meets the Technical Specification. The Technical Specifications for Chassis as well as Bus Bodybuilding work shall be provided in the RFP. In relation to this, “Contracted Buses” shall mean all the Buses for the Procurement, operation and maintenance of which the Operator has been contracted through this Contract.
- **“Bus Kilometer”** means a Kilometer travelled by a Contracted Bus of the Fleet as part of its operations as per the terms and Conditions of Bidding Documents.
- **“Bus Service”** means the service of operating and maintaining the Buses for Staff Bus and School Bus Services originating from Akarimota Thermal Power Station (ATPS) and catering staff and school bus service requirement at nearby areas and surrounding area on gross cost contract basis, in accordance with this Contract/Agreement, including providing public carriage in accordance with the performance standards stipulated by Authority.
- **“Bid”** means the Price Bid, EMD and any other document submitted by the Bidder(s) in response to RFP to be issued to pre- Qualified and Shortlisted Bidders as per the provisions of this RFP.
- **“Bidder”** means legally registered firm, including a sole proprietor or a partnership firm or a company, who submits a Bid/ Eligibility and Qualification Submission along with RFP Fees under this RFP within the stipulated Due Date and Time of Submission.
- **“Bidding Documents”** means document comprising RFP, RFP, Bus Operator Agreement its annexure and schedule thereof.
- **“Bid Process/ Selection Process”** means the process of selection of the Successful Bidder through single stage competitive bidding process which includes submission of Bids, Price Bid EMD scrutiny and evaluation of such Bids and Bids as set forth in the Bidding Document.
- **“Bid Security”** or “Earnest Money Deposit (EMD)” means Security to be furnished by the Bidder at RFP stage in accordance with provisions of RFP.
- **“Bus Operator Agreement”** means the Agreement including, without limitation, any and all Annexure/Schedule thereto which will be entered into between Authority and the Successful Bidder through which Authority shall grant the rights to the Successful Bidder to operate and maintain the buses during the Contract Period against payment of consideration. Draft Bus

Operator Agreement provided as part of the RFP.

- **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned project as per provision of RFP.
- **“Commercial Operations Date/COD and Final COD”** Means as ascribed in the RFP.
- **“Contracted Buses”** or **“Contracted Fleet”** means one or more of the Staff and School bus units for the Bus procurement, operation and maintenance for Bus Service and for which the Operator has been contracted in accordance with the terms of Bus Operator Agreement.
- **“Conflict of Interest”** shall have a meaning specified in clause 15 of this RFP.
- **“Fleet”** means the total number of Buses that are contracted to Operator for Bus procurement, operation and maintenance in accordance with the provisions of Bidding Documents.
- **“Kilometer Charge”** refers collectively to the Base Kilometer Charge for Buses.
- **“Letter of Acceptance”** or **“LOA”** means the letter issued by Authority to the Successful Bidder to provide buses under the Bus Operator Agreement in conformity with the terms and conditions set forth in the Bidding Documents.
- **“Operator”** means the successful bidder selected pursuant to competitive Bidding Process with whom Authority has entered into a Bus Operator Agreement.
- **“Preferred Bidder”** shall mean the Bidder who qualifies the RFP (meeting Eligibility and Qualification Criteria and whose Bid is responsive as per clause 7.5 of RFP and price bid turned out to be Lowest and Responsive as per the provisions of RFP.
- **“RFP”** and / or **“RFP Document”** means RFP document along with Annexure attached issued for the purpose of selecting an Operator for the Project.
- **“RTO”** means the Regional Transport Authority of Kurtch Region.
- **“Successful Bidder”** shall have meaning as specified in clause 8 (a) of this RFP

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.

2. Introduction

The Gujarat Mineral Development Corporation is a leading state-owned public-sector mining and mineral processing company incorporated in 1963. GMDC is India's second largest Lignite-producing company and the leaders in Lignite exploration and supply in Gujarat. Mining lignite from deposit-rich areas across the state, GMDC market it to various high-growth industries, including textiles, chemicals, ceramics, bricks and captive power. GMDC is a zero-debt company, ranked 486th among India's Fortune 500 Companies (2022) and among the Top-5 organisations by market capitalisation in the mining sector.

GMDC operates lignite mines and carry out Corporate Social Responsibilities work in the neighbouring region in the area of health and education at the following locations in Gujarat

1. Mata No Madh
2. Panandhro
3. Umarsar
4. Akarimota Thermal Power Station (ATPS)
5. Bhavanagar
6. Rajpardi and Tadekeshwar.

GMDC, to ensure comfortable and safe commuting of its employees and to support the CSR activities operates Staff and School buses at above locations(“Bus Service”). The Bus Service operates from the Akarimota Thermal Power Station (ATPS) and its nearby area.

As part of fleet replacement, GMDC is inclined to appoint Bus Operator for Bus procurement, operation and management of AC and No AC BS VI Diesel buses **on Gross Cost Contract/ km scheme/ wet lease basis** in a phase wise procurement as follows;

Procurement Phases	Location	Staff Bus (AC)			School Bus (Non AC)			Grand Total
		10-12 mtr (55-56 Seater + driver, 3X2)	7-9 mtr (40 Seater 3X2)	Total	10-12 mtr (55-56 Seater, 3X2)	7-9 mtr (40 Seater 3X2)	Total	
Phase 1	SKV Nagar (MTM,PND,UMR)	2	2	4	3	1	4	8
Phase 2	ATPS	1	1	2	1	1	2	4
Phase 3	Bhavnagar	1	0	1	0	0	0	1
	Rajpardi	0	1	1	2	1	3	4
	Tadkeshwar	1	0	1	0	1	1	2
	Total	5	4	9	6	4	10	19

This RFP is for Phase 2. The Authority shall issue separate RFP each Phase. The Authority intends to Select separate eligible Operator for each Phase of the procurement. In the event a selected bidder for a phase also emerges as the Lowest (L1) Bidder for the subsequent Phase, The Authority reserves right to call second lowest bidder to match the L1 Price. If the Second Lowest bidder is not in the ready to match the L1 price, the Authority may ask the third lowest bidder to do so. The process shall continue till the list of lowest bidder in the ascending order is not exhausted. In case none of the eligible bidder is ready to match the L1 price, the Authority may consider the L1 bidders as the Preferred Bidder as per the provision of the RFP. The above provision shall be applicable only in the procurement of buses under Phase 2 and 3.

The Selected Bidder(s) pursuant to competitive Bidding Process (the “Operator”) shall have to procure the Buses at its own cost and thereafter carry out Operation and Maintenance of Buses over the Agreement Period as per terms and conditions set out in the RFP.

This RFP is segregated in to three Volumes namely 1) Instruction to Bid 2) Bus Operator Agreements and 3) Technical Specification (Fully Built Bus specifications). Vol. 1 deals with Background, instructions and process of bidding. Vol 2 is the draft format of the Agreement that will be signed with the Operator by Authority separately. It contains all conditions of the contract. Vol 3 A and Vol 3 B are technical specifications for the Standard 10-12 mtr long and Midi 7-9 mtr long Staff and School Buses respectively. Prospective Bidder is advised to read all volumes thoroughly as any items, provisions or stipulations may influence his costs, revenues, and risks and hence may affect his bidding.

2.1. Key Terms of the RFP

The key terms of the RFP are as follows;

- a) The Contract is for Procurement Operation and Maintenance of the following type and number of buses (“Contracted Buses or Contracted Fleet”) on terms and conditions set out in this RFP document.

Location	Staff Bus (no. of vehicles)			School Bus (No. of Vehicle)			Total (No. of Vehicles)
	AC 10 - 12 Mtr (55 - 56 Seater + driver, 3X2)	AC 7-9 mtr (40 Seater + driver, 3X2)	Total	Non AC 10-12 Mtr (55-56 Seater + driver, 3X2)	Non AC 7-9 mtr (40 Seater + driver 3X2)	Total	
ATPS	1	1	2	1	1	2	4

All the Buses shall have BS-VI emission norms. Detailed bus specification are provided in the Vol 3 (A) and (B) of the RFP while the deployment plan is specified in the the volume 2.

- b) The Authority shall retain the right to ask the operator to increase the contracted buses by additional 2 buses during the Contract Period as per applicable KM rate at the time of the such addition.
- c) The bidder shall quote per km rate against each bus as per the price bid format provided in the Vol 1. The Lowest Aggregated Cost of Operation for the first year for all the Contracted Buses shall be the Award Criteria.
- d) The Operator Agreement shall remain in force for a period of Three Years (3 years) from Final Commercial Operations Date (FCOD) (Agreement Period, better defined in the draft Agreement attached to this RFP as Vol 2), during which period he shall operate and maintain the buses in the Locations specified in the RFP on Gross Cost Contract basis. The Agreement shall be extendable for additional two (2) years after successful completion of the three years of operation, at sole discretion of the Authority and based on the performance of the Operator.
- e) The Annual assured km for above buses shall be as follows;

	Service	Size of Bus	no. of buses	Annual Assured km per Bus
1	AC -Staff Bus	10-12 mtr	1	64605
2	AC -Staff Bus	7 – 9 Mtr	1	35953
3	NAC -School Bus	10-12 mtr	1	25200
4	NAC -School Bus	7 – 9 Mtr	1	18240
Total			4	143998

- f) The bidder is expected to procure brand new Fully built buses at his own cost as per specifications laid out in Vol. 3. Bidder shall have to submit Name-Address of Bus Manufacturer as part of technical submission.

- g) The Authority shall make Monthly Payment to the Operator based on the km operated as per the schedule and payment terms provided in the Volume 2.
- h) The Bidder shall submit, along with the bid, Bus specification and Bus type approval certificate by ARAI. Procurement of Buses by Bidder shall be subject to Bus prototype approval by the Authority. Further, for the process of bus bodybuilding, Bus Manufacturer and Body builder must possess ARAI accreditation, ISO certification, ESIC and Employee Provident fund -EPF registration number and proper facilities including proper equipment, bus bays, building, skilled manpower etc and demonstrating capabilities/Preparedness which may be verified through Site visit. Representative of Authority will visit Bus Manufacturer's premises to inspect standard of facility, working of bus body building and may reject the work if workmanship is not found satisfactory.
- i) In the event the Operator, within bus delivery period and additional period of 60 days, fails to deliver required number of buses and obtain Certificate of Acceptance from the Authority, then, the Authority shall have right to terminate the contract.
- j) The Operator shall be liable to pay RTO registration charges and insurance charges at the time of Bus registration and thereafter bear all RTO and insurance charges for remaining years of Agreement.

2.2. Brief Description of the Bidding Process

- (a) This RFP is segregated in to three Volumes namely 1) Instruction to Bid 2) Bus Operator Agreement and 3) Fully Built Bus specifications. The Bidding Process is described in this Volume 1 Instructions to Bid.
- (b) The Authority invites proposal through Online Technical and Price Bids in a Single stage bid system (Collectively referred as the "Bidding Process/ Operation Selection Process") for selection of a competent Bidder for the award of the Project. Technical proposal and Price Proposal shall be submitted online at <http://gmdc.nprocure.com> only. Physical submission of technical and price proposals, except in case of submission of original copies of EMD and tender/RFP fee shall be summarily rejected and shall not be opened for evaluation.
- (c) The Bidders shall have to meet eligibility and qualification criteria provided in the RFP. Bidders would be required to quote Aggregated Cost of Bus Operation for the 1st Year as per the contract conditions specified in Vol 2 of the RFP. Price bid of the bidders who are meeting eligibility and qualification criteria shall be opened. The Bidder whose Price Bid determined to be lowest and responsive as per clause 7.4 shall be considered as Preferred Bidder (the "**Preferred Bidder**") for award of the Project.
- (d) Complete Bid (Technical Bid & Price Bid to be submitted online only) with the prescribed bid forms should be submitted online at the designated place on or before the time and date fixed for submission of bid ("**Bid Due Date**"). Bid submitted after Bid Due Date and time will be rejected.

2.3. Due Diligence & Site Visit

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment/Project 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 the Authority during Pre Bid Meeting. Bidders are encouraged to submit their respective Bids after visiting the Authorities Office and ascertaining for themselves the availability and condition of Operations, location, availability of fuel, applicable laws and regulations, and any other matter considered relevant by them.

2.4. Acknowledgement by Bidder

- a) It shall be deemed that by submitting the Bid, the Bidder has:
- 1) made a complete and careful examination of the RFP
 - 2) received all relevant information requested from the Authority;
 - 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 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.
- b) The Authority 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 the Authority.

2.5. Cost of Bid

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

2.6. Bid Currency

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

2.7. RFP fee

The RFP document fees of Rs. INR 17,700 /- (i.e. RFP fees of INR 15000 plus 18% GST) In form of online payment or Account Payee Demand Draft payable in favor of “GMDC Ltd” payable at Ahmedabad in following manner.

- i. The Demand Draft for RFP Fees shall be drawn from the list of Approved Banks to GMDC as provided in RFP. The list of Approved Bank to GMDC is specified in Annexure 12. The Demand Draft shall be submitted physically in a sealed cover as per the provisions of the RFP on or before the time line specified in Bidding Schedule. The scanned copies of RFP Fees shall also be uploaded along with Technical Bid on <https://gmdctender.nprocure.com>
- ii. By depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on nprocure, 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
Account Number: 002405019379

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

Any bid not accompanied with RFP Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.

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

2.8. Earnest Money Deposit (“EMD”) or Bid Security

- a) The bidder shall furnish separate bid security (also referred to as "Earnest Money Deposit" (EMD)) of Rs. 1,25,000/- (Rs One Lakh Twenty Five Thousand Only) in favour of “GMDC Ltd”.
- b) An EMD/Bid Security shall be provided from Approved Banks to GMDC, in any one of the following forms/ formats. The list of Approved Bank is provided in RFP.
 - i. Account payee Demand Draft payable at Ahmedabad.
 - ii. An irrevocable Bank Guarantee (Annexure 7) (the “Bank Guarantee”), Payable at Ahmedabad and valid for a period of 180 days (One hundred and eighty day) from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, in the format prescribed in the bid documents. The Bank Guarantee should be admissible, encashable and extendable at Ahmedabad. The validity of Bank Guarantee may be extended as may be mutually agreed.

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

- iii. By depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on nprocure, when Bidders are prompted to input the DD/BG 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
Account Number: 002405019379

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

- c) The Demand Draft/ Bank Guarantee shall be submitted physically in a sealed cover as per the provisions of the RFP on or before the time line specified in Bidding Schedule. The scanned copies of EMD shall also be uploaded along with Technical Bid on <https://gmdctender.nprocure.com> Any bid not accompanied with valid Earnest Money Deposit in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.

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

- e) After the bid due date and within the period of validity of his bid, the Earnest Money deposit paid by the bidder is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect or engages in any fraudulent practices.

- f) No interest will be payable by the Authority on the Earnest Money Deposit.

- g) The Earnest Money deposit of the successful bidder will be returned after the contract performance security is furnished.

- h) If the successful bidder fails to furnish the Performance Security as specified in the Bus Operator Agreement, then the Earnest Money deposit shall be liable to be forfeited by the Authority, in addition to any other actions as per terms and conditions stipulated in the bid-documents.

- i) The Earnest Money deposit of all unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity date & latest by the 30th day of signing of the Agreement by the Authority.

- j) The Bid Security of a Bidder shall be forfeited in the following events:

- i. If a Bidder withdraws/modifies/changes the proposal during the period of Bid validity.; or
- ii. In the case of a Successful Bidder, if the Bidder fails to sign the Agreement within the stipulated time as specified by the Authority.
- iii. Successful Bidder fails to furnish the required Performance Security within stipulated time in accordance with RFP terms set forth herein.
- iv. Successful Bidder fails to furnish the required Adjustable Security Deposit within stipulated time in accordance with RFP terms set forth herein.
- v. In case of a fraudulent offer and involved in fraudulent or corrupt practice a per RFP terms.
- vi. In the event, Bidder, after the issue of communication of acceptance of his bid by Authority fails/refuses to start/execute the work as herein the Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and wilful breach of contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.
- vii. In case of occurring any other event as may be specifically stated in the RFP document.

2.9. Bid validity

- a) Bids shall remain valid for a period of 120 days from the date of online submission of technical and price bid. The Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than Bid Validity Period and Authority shall not be liable to send an intimation of any such rejection to such Bidder.
- b) In exceptional circumstances, prior to expiry of the original bid validity period, Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with RFP terms in all respects.

2.10. Schedule of Selection/Bidding Process

The Authority shall endeavor to adhere to the following schedule

Sr. No	Event Description	Dates
1	Downloading of RFP documents	22/02/2024 https://gmdctender.nprocure.com https://www.gmdcltd.com/

2	Last date and time for receiving pre-bid queries	Bidders have to post their queries on E-mail address sddav@gmdcltd.co.in on or before 28/02/2024 date upto 11.00 hrs
3	Pre bid Meeting	A hybrid Pre-Bid Meeting shall be held on 29/02/2024 at 12.00 Hrs at Conference Hall of Gujarat Mineral Development Corporation Ltd at the following address. GMDC Ltd, Khanij Bhavan, 132 - Ring Road Gujarat University Ground, Vastrapur Ahmedabad - 380052 An online pre-bid meeting link shall be shared with the interested participants upon request.
4	Due date for Online Technical and Price Bid Submission	on or before 11/03/2024 up to 18:00 hrs through https://gmdctender.nprocure.com Only RFP Fee and EMD to be submitted in physical form. No other documents are to be submitted physically. Bidder submitting price Bid in Physical Format shall be treated as non-responsive and rejected.
5	Due Date and Time of Physical submission of EMD and RFP Fee	Physical submission of RFP Fee and EMD shall be made by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP strictly on 12/03/2024 during office hours or on 13/03/2024 by 4:00 PM at the following address. “Office of General Manager, Human Resource, GMDC Ltd , Khanij Bhavan, 132 - Ring Road Gujarat University Ground, Vastrapur Ahmedabad - 380052”
6	Opening of Technical Bid	On 13/03/2024 At 5:00 PM at above address.
7	Opening of price bids	INTIMATED LATER
8	Letter of Award (LOA)	Within Bid Validity Period

3. General

3.1. Number of Bids By Bidder

No Bidder or its Associate shall submit more than one Bid (Technical and Price bid) pursuant to this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or as an Associate of any other Bidder, as the case may be. If a Bidder submits or participates in more than one Bid, such proposals shall be disqualified and rejected.

3.2. Rejection of Bid

- a) A Bid is likely to be rejected by the Authority without any further correspondence, as non-responsive, if:-
- i. Technical and/or Price Bid is not submitted online in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
 - ii. Technical and/or Price Bid is not submitted in the bid-forms annexed in the RFP Document; or
 - iii. Technical and/ or Price Bid, except DD/Bank Guarantee of EMD and RFP Fee are submitted physically; In the event that some or all documents of technical bid are erroneously submitted physically, and no price bid is submitted physically, then the Authority, at its sole discretion may decide to accept the proposal. **However Bid submitting Price Bid in physical form shall certainly be considered non responsive and rejected.**
 - iv. EMD and RFP Fees does not conform to the provisions set forth in this RFP; or
 - v. Price Bids which are incomplete or not submitted in accordance with Price Bid format;
 - vi. In case of fraudulent Bid and involved in fraudulent and corrupt practice as per clause 14
 - vii. Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid under this RFP will be disqualified.
 - viii. Even though the Bidders may meet the Eligibility and Qualification Criteria (i.e., Financial and Technical Capability criteria), they are subject to be disqualified for any of the following reasons:
 - a. Misleading or false representation in the forms, statements and attachments submitted under this Tender/RFP.
 - b. 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.
 - c. Bidder or its Associate is blacklisted/barred by any Government Agency in India.
- b) Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- c) In addition to the foregoing, in the event a Bidder makes an effort to influence Authority in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.
- d) Bidders may specifically note that 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 then the Bidders so involved are liable to be disqualified for this contract as well as future bids/contracts.

e) Even though the Bidder meet the required Eligibility and Qualification criteria specified in RFP, It is subject to be disqualified if Bidder or any of its constituent partner/s, director/s have:

- Made misleading or false representation in the forms, statements, and attachments submitted;
- Been debarred or terminated or blacklisted by Central Govt. organization / State Govt. organization / GMDC / Any Municipal Corporation / ULBs etc during the last 3 (Three) years from the date of submission of bid/publication of RFP.
- If, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

3.3. Governing Law and Jurisdiction

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

4. Documents and Pre Bid Conference

4.1. Content of RFP

This RFP comprises the Tender Notice set forth hereinabove and the contents as listed below, and will additionally include any Addendum / Amendment issued in accordance with RFP conditions.

1. Volume 1: Instruction to Bidder

- a. Disclaimer
- b. Notice Inviting Tenders
- c. Definition and Abbreviation
- d. Instructions to Bidders
- e. Annexure specifying Bid Form / other Formats

2. Volume 2 :Bus Operator Agreements

3. Volume 3 A & B: Standard Bus Specifications

4. Any Modifications/ Amendments made by Authority in RFP.

4.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify the Authority by email at the address provided in clause 2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in clause 2.10. The Authority shall endeavor to respond to the queries at short span of time prior to Bid Due Date. The responses of queries will be uploaded on website of GMDC Ltd and <https://gmdctender.nprocure.com>.
- b) The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority 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 the Authority to respond to any question or to provide any clarification.
- c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority 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 the Authority.

4.3. Pre Bid Meeting

- a) A Pre-bid Meeting shall be held on date time and venue specified in the clause 2.10 above. Bidders requiring any clarification may send queries on email ID provided in clause 2.10. Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- b) Clarifications/responses would be shared by uploading the responses on <https://gmdctender.nprocure.com> in the form of responses/ addendum.
- c) Not sending Queries/ asking clarifications shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders and shall form part of the bid documents / RFP.

4.4. Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, the Authority 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 Addendum/Corrigendum.
- b) Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website: <https://gmdctender.nprocure.com>.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for

any other reason, the Authority may, in its sole discretion, extend the Due Date of Submission.

5. Preparation and Submission of Technical Bid and Price Bid

5.1. Language of Bid

The Technical Bid 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 technical Bid/ Eligibility and Qualification Submission may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

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 word format of the number, the number provided in words shall prevail.

5.2. Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- b) The uploaded Bid documents shall be typed in indelible ink and signed by the authorized signatory of the Bidder on each page. The signature of the authorized signatory shall bind the Bidder to the contract. The signed pages shall be scanned and uploaded at designated place. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Each page of the Bid must be numbered at the right-hand top corner.
- c) The Bid must be properly signed by the authorized signatory (the “**Authorized Signatory**”) as detailed below:
 - (1) by the proprietor, in case Bidder is a proprietary firm; or
 - (2) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a corporation or a Partnership firm.
- d) In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.
- e) The Bidder is required to submit Aggregated Cost of Bus Operation for the 1st Year as per the format provided in the Annexure 8 of the Volume 1 for each type of buses. All prices and other information having a bearing on the price shall be written both in figures and words in the prescribed Proposal form. In case of discrepancy, the price given in words shall be

considered. The prices shall be inclusive of all taxes and charges except GST.

5.3. Sealing and Marking of Technical Bids/Eligibility and Qualification Submissions

a) The Bidders shall submit Technical bid and Price bid online only at designated space on <https://gmdctender.nprocure.com/>.

Sr. no.	Submission	Format as per Annexure	Signed and original scanned copies of Documents to be uploaded online
1	<p>RFP Fees and EMD (Option 1: Online Payment can be made. The scanned copy of the payment receipts to be uploaded and sent along with technical Bid</p> <p>Option 2: Submission through DD/BG is permitted. The bidder Scanned copy of the DD and BG shall be uploaded online as well as these are submitted in Hard copy –Physically through RPAD/Speed Post/Courier as per provision specified at the end of this table)</p>	As per clauses 2.7 and 2.8, Annexure 7	Scanned copy of Online payment receipts or DD/BG drawn towards payment of RFP Fees and EMD
2	Technical Bid (Uploaded online only)		
(i)	Technical Bid	Annexure 1 to 6	<p>Technical Bid/Eligibility and Qualification Submission.</p> <ul style="list-style-type: none"> • Copies of the RFP, Response to Pre-Bid Queries and Addendum/Corrigendum, if any, signed sealed by the authorised representative. • Cover letter as per annexure 1. • General Information of Bidder as per annexure 2 along with Bidder's constituting documents such as MOA, AOA, Certificate of Incorporation, Sales tax/GST registration, Partnership deed as may be applicable and as specified in annexure 2. • Financial capability Statement as per annexure 3 along with Audited Annual accounts for last three years and any other document specified in annexure-3. • Undertaking for Bus ownership/operations as per annexure 4 along with documentary ownership/operational experience evidences RTO registration books and operation contracts etc

			<ul style="list-style-type: none"> • Anti black listing certificate as per annexure 5. • Authorisation in terms of Power of attorney/Board or Partner Resolution as per annexure 6. • Bus Specifications information as per Volume 3 • Any other documents required as per the RFP terms. • Bus Manufacturer's/Body Builder's credentials as per Annexure-11 (Documentary evidences showcasing credentials of the Bus Manufacturer and/or Bodybuilder)
3. Price Bid			
3	Price Bid	Annexure 8	Filled up Online Only.

- b) Original Documents listed below shall be submitted also in Hard Copy to GMDC in sealed envelope at the address and time limit specified in the clause 2.10
- RFP Fees as mentioned in the RFP.
 - Earnest Money Deposit as mentioned in the RFP
 - Anti black listing certificate as per annexure 5.
 - Authorisation in terms of Power of attorney/Board or Partner Resolution as per annexure 6.

Following shall be superscripted on the Physical Submission: **“Selection of Bus Operator for Procurement Operation and Maintenance of Staff and School Buses on Gross Cost Contract basis for Akarimota Thermal Power Station (ATPS) – Physical Submission”**. Physical Submission may be made by Speed Post/ RPAD/Hand Delivery/Courier. Authority shall not be responsible for and shall not take any cognizance of delay/loss in transit.

- c) All the original documents to be uploaded as part of technical bid shall be colour scanned. All stampings etc. shall be displayed clearly. The documents shall be scanned in JPEG or any other data light but visible formats available.

5.4. Due Date of Bid Submission

- a) The last date and time of submission of the Technical Bid and Price Bid (“the **“Due Date of Submission”**”) is specified in table given in Clause 2.10 above.
- b) The Authority may, in its sole discretion, extend the **Due Date of Submission** by issuing an Addendum uniformly for all Bidders as per clause 4.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Due Date of Submission as extended. Any such change in the Due Date of Submission shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by uploading on Authority website <https://gmdctender.nprocure.com> as Addenda.

5.5. Late Bids

- a) Bids of the Bidders are not able to make Online submissions on Bid Due Date (“Due Date of Submission”) shall be summarily rejected.
- b) Bids of Bidders who make any physical submission apart from that specified in clause 5.3b) shall be summarily rejected.
- c) Authority shall not be responsible for any non-receipt / non submission of any bid / any documents owing to any technical issue at online web portal. The bidders are requested to make online submission well in advance.

5.6. Modification and Withdrawal of Bids

- a) Bids shall not be allowed to modify any part of its Bid after the Bid Due Date (“Due Date of Bid Submission“)
- b) In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that authority receives written notice of such withdrawal before the expiration of the Bid Due Date.
- c) The Bidder may modify, substitute or withdraw its Technical Bid and Price Bid online prior to the Bid Due Date.
- d) Any alteration/ modification in the Bid or additional information supplied subsequent to the Due Date of Submission, unless the same has been expressly sought for by the Authority, shall be disregarded.

6. Evaluation Criteria

To be considered eligible and qualified for opening of Price Bids, each Bidder should meet Eligibility Criteria and Qualification Criteria specified hereunder. The Technical Bid of bidders not meeting the evaluation criteria will be declared disqualified and not be processed further. The bidder shall submit the support document for meeting evaluation criteria as part of the Technical Bid.

6.1. Eligibility Criteria

- a) The Bidder shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated under the Companies Act, 1956 (as amended or reenacted or restated, and including the Companies Act, 2013 as notified from time to time), (Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted) Or (ii) Partnership firm registered under The Indian Partnership Act (Copy of registered Partnership Deed should be submitted) or a (iii) registered proprietary firm (Copy of sales tax/GST registration, EPF registration, Shop registration certificate, as may be applicable, should be submitted).

- b) The Bidders and/ or its Associate/s from whom the Bidder is taking credit for meeting Technical/ Financial Qualification Criteria shall not be blacklisted by any Government Agency (i.e., Government department, PSU or Government company, Urban local body) in India and or abroad in other countries, during last twelve months from the Due Date of Submission, for performance default and/or fraudulent conduct or similar reasons. In this regard, a Self-Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure 5.
- c) Bidder shall have Employees' Provident Funds Registration as per the applicable laws.
- d) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Conflict of Interest is specified / defined in Clause 15
- e) The Consortium is not permitted to participate in the Bidding. Only Single Bidder is permitted. The Bid of the Bidder submitting as Consortium shall be termed as Non-Responsive and rejected.

6.2. Qualification Criteria

The Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of following Qualification Criteria.

a) Financial Capability Criteria

- (i) The Bidder shall meet following financial capability criteria.

Sr No.	Criteria	Requirements.
1	Average Annual Turnover for Last Three Financial Years i.e 2022-23, 2021-22 and 2020-21	Rs. 1.50 Crore
2	Net worth as on Bid Due Date.	The net worth of the Bidder should not be negative as on the 31/3/2023 and also should have not eroded by more than 30% (thirty percent) in the last three years, preceding the Bid due date.
3	Operational sustainability in Last Three Financial Years i.e 2022-23, 2021-22 and 2020-21	The Bidder shall not have losses before tax in last three (3) financial years.

For the purposes of this RFP, net worth (the “Net Worth”) shall mean Equity Capital + Reserve and Surplus + Revaluation Reserve – Accumulated Losses – Intangible Assets

- (ii) **Documentary evidences:** 1) Statement from the statutory auditor as prescribed in the Annexure 3 certifying/ specifying Turnover, Net Worth and profit/loss of the Bidder, and also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.
- (iii) Aggregating the Financial Capability of any Associate of the Bidder for the purpose of meeting the Financial Capability Criteria shall be permitted. Associate is defined in clause 6.2 (c) below.

b) Technical Capability Criteria

The Bidder’s technical capability is proposed to be established by the Ownership and or Operational Experience as follows;

Sr No.	Requirement
1	Ownership and/or Operation Experience or combined Ownership and Operation Experience of Staff or School buses with central or state government Department/ Agencies/ Public sector undertaking or Education Institutes of at least 4 buses in last three years immediately preceding the Bid Due Date.

- (1) In case Bidder is showcasing combined Operational and Ownership experience then in such case, the operational experience of those Buses that Bidder has showcased as part of ownership experience shall not be taken into account.
- (2) **Operation Experience must include** Planning, managing and monitoring of day to day Staff and School vehicle operations and maintenance. Such experience must be demonstrated through an explicit contract/concession Agreement of operations with a public sector entity/Government or semi Government Department or a private sector organisation of repute and which has been in successful operation for a period on at least one year.

In case Foreign Company, documents/evidences as specified above are other than English language should be accompanied by a notarized translation to English language only.
- (3) Ownership experience of buses by the bidder shall have to be demonstrated through RTO books/RTO Bus Ownership certificate or other verifiable proof of ownership for all the required no. of Buses, clearly showing ownership of the bidder in case Bidder and its Associate is a Indian firm.
- (4) In case ownership / operation experience is demonstrated through a ownership/ contract held jointly with another partner/consortium, the percentage of ownership/investment / profit sharing in that partnership/consortium shall govern and the credit would be given in proportion to the ownership/investment/profit sharing proportion only.
- (5) Aggregating the Ownership and or Operational Experience of any Associate of Bidder for the purpose of meeting the Financial Capability Criteria shall be permitted.

c) Associate

- (i) In evaluating the Financial Capability Criteria and Technical Capability Criteria of the Bidder under sub-clauses (a) and (b) herein above, aggregating the Financial Capability and Technical Capability of any Associates of the Bidder for the purpose of meeting the Financial Capability Criteria and Technical Capability Criteria shall be permitted.
- (ii) For the purpose hereof, the word “**Associate**” shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e., Parent) or is controlled by the Bidder (i.e., subsidiary), or is under the common control with the Bidder (i.e., sister concern).

As used here, the expression “control” means, with respect to bidding firm which is a company, the ownership of common shareholders, directly or indirectly, of at least 50% of the voting shares/shareholding of the firm in question.

As used here, the expression “control” means, with respect to bidding firm which is a partnership, the rights of common partners to at least 50% of the profits of the firm in question.

In case the bidding firm is a Proprietorship, the expression “control” shall mean, (i) holding of at least 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or (ii) status as a Partner in the Partnership firm from which its taking credit with at least 50% share in the profits of such Partnership firm.

- (iii) Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.

7. Evaluation Process

7.1. Opening of Technical Bid/ Eligibility and Qualification Submission

- a) The Authority shall open online the Technical Bids/ Eligibility and Qualification Submission received to this RFP, at time and date specified in the RFP, at the place specified in RFP and 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 Bid opening process.
- b) The bids for which the price bid is not submitted online shall be considered Non- responsive and shall not be opened.
- c) Bids for which a notice of withdrawal has been submitted in accordance with RFP shall not be opened.

- d) The Bidder's names, the presence or absence of requisite RFP Fees, EMD and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Bid/ Eligibility and Qualification Submission.
- e) The Authority will subsequently examine and evaluate Bid/ Eligibility and Qualification Submission in accordance with the provisions set out hereunder in this RFP.

7.2. Evaluation of Technical Bid/ Eligibility and Qualification Submission

The Bidders shall be required to upload coloured scanned copies of documents as listed in this RFP along with supporting documents. The Authority shall examine and evaluate the Bid as per the evaluation steps specified below.

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

- 1) Prior to evaluation of Eligibility and Qualification Submissions/Technical Bid, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. An Bid shall be considered responsive only if:
 - (i) The Technical and Price Bids are submitted online properly.
 - (ii) Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
 - (iii) Physical submission of RFP fee and EMD is made within specified timeline and in valid format matching with online submission.
 - (iv) The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
 - (v) It contains all the information (completed in all aspects) as requested in this RFP and/or Bid documents (in formats same as those specified in the RFP);
 - (vi) It does not contain any conditionality or qualification; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3) Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

b) Assessment of Eligibility Criteria

- 1) The Authority shall examine and evaluate the eligibility of each Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Eligibility Criteria specified in clause 6.1 and have uploaded all scanned copies of all documents in order to qualify for next stage of assessment.
- 3) Assessment of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria and uploaded scanned copies of all required documents pursuant to sub clause 2) above.

c) Assessment of Qualification Criteria

- 1) The Authority shall examine and evaluate the qualification of each Bid upon determining its eligibility as per sub clause (b) above.
- 2) The Authority will check the qualification criteria. The Bidder must meet Qualification Criteria as specified in clause 6.2 in order to qualify for Price Bid Opening Stage.
- 3) The Technical Bids of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the “**Eligible and Qualified Bids**”/ “**Eligible and Qualified Bidder**”).
- 4) Price bids of the bidders only those who are meeting eligibility and qualification criteria shall be opened.

7.3. Opening of Price Bids

- a) After the evaluation of Technical Bid/ Eligibility and Qualification Submissions has been completed, shall open the Price Bids of only those Bidders whose Bid determined to be responsive, meeting Eligibility Criteria and Qualification Criteria as per the requirement of RFP. Decision of Authority in this regard will be final. Price Bids of those Bidders whose Technical Bid (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security) shall not be opened.
- b) Price Bids of the Eligible and Qualified Bidders shall be opened online, in the presence of Bidders’ representatives who choose to attend the Price Bid opening on such date and time which shall be communicated to the Bidders whose Technical Bid are accepted. The Bidder’s representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.

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

- a) During evaluation of Bids, Authority may, at its discretion, ask the Bidder for a clarification or to submit additional or missing information to his Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the bidder is not received by Authority before the expiration of the deadline prescribed in the written request, Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

7.5. Evaluation of Price Bid and Award

- a) The Bidders shall submit the Price Bids in terms of Aggregated Cost of Bus Operation for the 1st Year, online as per indicative Price Bid format specified in Annexure 8 in respect of cost payable to such Bidder by Authority towards Procurement, operation and maintenance of each Bus. All prices shall be in Indian Rupees.

- b) The Qualified Bidder whose price bid is determined in terms hereof as lowest in terms of Aggregated Cost of Bus Operations for the 1st Year shall be declared as Preferred Bidder subject to its cost is determined to be responsive as per clause 7.5 (e) and (f).
- c) In case of the Bid of the Preferred Bidder (i.e., Lowest Bidder) is found seriously unbalanced by Authority in relation to the market rate or its internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices.

“Market Rate” shall mean prevailing Per Km rate for chartered bused/ Staff and School buses with similar quality and specifications anywhere in India.

“Internal Estimate” shall mean per km rate prepared by Authority through its internal estimates

“Good Industry Practice” shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced Bus operator engaged in Staff and School bus Operations anywhere in India.

- d) In case of the Price Bid of the Preferred Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive. The Authority shall, at its sole discretion, annul the bidding process.
- e) The Authority intends to Select separate eligible Operator for each Phase of the procurement. In the event a selected bidder for a phase also emerges as the Lowest (L1) Bidder for the subsequent Phase, The Authority reserves right to call second lowest bidder to match the L1 Price. If the Second Lowest bidder is not in the ready to match the L1 price, the Authority may ask the third lowest bidder to do so. The process shall continue till the list of lowest bidder in the ascending order is not exhausted. In case none of the eligible bidder is ready to match the L1 price, the Authority may consider the L1 bidders as the Preferred Bidder as per the provision of the RFP.
- f) The Authority retains right to negotiate with the bidder whose bid has been adjudged to be most preferred bid according to the provisions of the RFP. The authority however does not bind itself to accept the most preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, in whole or in part.
- g) The Authority, after negotiation, shall declare the Preferred Bidder as Successful Bidder if it's bid is most favorable as per the clause 7.5 d) and shall enter into Bus Operator Agreement with the Successful Bidder.

8. Notification of Award

- a) Within 15 days of Opening of Price Bid, the Authority will notify the Preferred/successful bidder to be confirmed in writing by registered/speed post/email that his bid has been accepted. The format of LOA is placed in the Annexure 10 of the RFP.
- b) The notification of award through LOA will constitute the formation of the contract which shall be formalized and detailed further through the Bus Operator Agreement as executed by the parties.
- c) The Letter of Acceptance (LOA) dispatched through 'Speed Post/ Regd. post/Fax/courier/email by hand shall constitute the formation of the Contract.
- d) After negotiation, prior to the expiry of the period of Proposal validity, the Authority shall notify the Preferred Proposer, by issuance of a Letter of Award (the "LOA"), in duplicate, and the Preferred Proposer 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 Preferred Proposer is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Preferred Proposer as Damages on account of its failure to acknowledge the LOA, and the next eligible Proposer may be considered. The Letter of Award shall stipulate the sum of quoted fee and performance security which the Service Provider shall pay/furnish to the Authority.
- e) The Authority shall retain the right to ask the operator to increase the contracted buses by additional 2 buses during the Contract Period as per applicable KM rate at the time of the such addition.

9. Performance Security

- a) Within 15 days of from date of the LOA and before signing of the Bus Operator Agreement, the Successful Bidder shall furnish Performance Security in the form of Account payee Demand Draft or Bank Guarantee (As per format provided in the Annexure 9) of value of Rs. 6,00,000/- (Rs Six Lakh Only) in favour of "GMDC Ltd" payable at Ahmedabad.
- b) The Demand Draft or Bank Guarantee of Performance Security should be from any Bank from the approved list provided in the Annexure 12 of Vol 1. The Successful Bidder shall be required to furnish additional performance security, in proportion to the additional quantity of buses ordered by the Authority, with pursuant to the provisions of the RFP.
- c) **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

- d) If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.
- e) Authority shall be entitled to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Operator in the fulfillment or performance and obligation in all respects of the Agreement as per the provision set forth in the Agreement.
- f) if the contract is terminated for reasons other than which can be attributable to the Operator, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Operator under this contract, be duly discharged and released to the Operator.
- g) The Performance Security shall remain in full force and effect during the Contract period and 60 days thereof that would be taken for satisfactory performance and fulfillment in all respects of the contract. On the performance and completion of the contract in all respects, the Performance Security will be returned to the Operator without any interest.

10. Signing of Bus Operator Agreement

- a) The Successful Bidder shall sign the Bus Operator agreement with GMDC Ltd within 15 days from the date of submission of the Performance Security as per clause 9 above. The Successful Bidder shall be required to execute the Bus Operator Agreement, with such terms and conditions as specified in Volume 2: Bus Operator Agreement of the RFP and any additional terms may be considered necessary by the Authority at the time of finalization of the Bus Operator Agreement. Such Agreement shall also have all correspondence (to be discussed and agreed upon separately) between Authority and the Successful Bidder and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which Authority may be required to include as per law or being a publicly owned institution, as per its practices. Authority hereby reserves the right to modify the terms of the Agreement.

10.1. Expenses for the Bus Operator Agreement

- a) Any and all incidental expenses of execution of the Bus Operator Agreement shall be borne by the Successful Bidder.

10.2. Annulment of Award

- a) Failure of the Successful Bidder to submission of Performance Security and Adjustable Security Deposit as per RFP terms and any other requirements and /or the provisions of the Bus Operator Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

10.3. Failure to abide by the Bus Operator Agreement

- a) The conditions stipulated in the Bus Operator Agreement shall be strictly adhered to by the Bus Operator and any violation thereof by the Bus Operator may result in termination of the Bus Operator Agreement without prejudice to any rights available to Authority upon such termination as set forth in the Agreement.

11. Contacts during Bid Evaluation

- a) Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority 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, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

12. 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 the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority 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. The Authority 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 the Authority or as may be required by law or in connection with any legal process.

13. Site Visit and Verification of Information

Proposers are encouraged to submit their respective Proposals after visiting the Authorities Office and ascertaining for themselves the availability and condition of passenger traffic, location, availability of power, fare and its sensitivity, applicable laws and regulations, and any other matter considered relevant by them.

It shall be deemed that by submitting a Proposal, the Proposer has:

- (a) made a complete and careful examination of the Proposal Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Proposal Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above;
- (d) satisfied itself about all matters, things and information including matters referred to in

Clause hereinabove necessary and required for submitting an informed Proposal, execution of the contract in accordance with the Proposal Documents and performance of all of its obligations thereunder;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Proposal Documents or ignorance of any of the matters referred to in Clause 0 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Service Provider;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

The Authority 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 RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

14. Fraudulent 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. Notwithstanding anything to the contrary contained herein, the Authority may reject an Bid without being liable in any manner whatsoever to the Applicant if it determines that the Bidder 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.
- b) Without prejudice to the rights of the Authority under Clause (a) hereinabove, if a Bidder is found by the Authority 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, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority 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, as the case may be.
- c) For the purposes of this Clause 14, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has

dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, 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 the Authority in relation to any matter concerning the Project;

- (ii) **“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;
- (iii) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (iv) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

15. Conflict of Interest

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

- A. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.
 - (1) **If Bidder is a Company:** In such case, the Bidder (including its Member or Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:
 - a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company;

and/or

- b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its Member or Associates which is a Proprietorship Firm.

(2) **If Bidder is a Partnership Firm** : In such case the Bidder or its Partners or Associate having a profit sharing of more than 25% of such Bidder or its Partners or Associate as the case may be also holds;

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its Member or Associates which is a Proprietorship Firm.

(3) **If Bidder is a Proprietorship Firm** : In such case the Bidder or its Proprietor or Associate of such Bidder or its Proprietor or Associate as the case may be also holds;

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its Member or Associates which is a Proprietorship Firm.

It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956.

- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or

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

16. Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) The Authority, 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 the Authority 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/ Eligibility and Qualification Submission the Bidder agrees and releases the Authority, 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.

ANNEXURE

Annexure 1 Cover Letter

{On bidder's letterhead}

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)

Dated:

To
General Manger (Human Resource),
Gujarat Mineral Development Corporation (GMDC).
132 Ft Ring Road, Near University Ground
Vastrapur, Ahmedabad.

Subject: Request for Proposal (RFP) Selection of Bus Operator for Procurement Operation and Maintenance of Staff and School Buses on Gross Cost Contract basis for ATPS (RFP/Tender no. Phase-02-GMDC/HR/10/2023-24)

Dear Sir,

1. Having examined the 'Instructions to Bidder', Scope of Services, terms and conditions Annexure and Content of the RFP, we undersigned hereby submit /Our bid /Eligibility and Qualification Submission for the aforesaid project. Our Bid is unconditional.
2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for pre-qualification of the Bidder for the aforesaid project, and we certify that all information provided in the Bid/Eligibility and Qualification Submission is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
6. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
7. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of selection of the Bidder, or in connection with the selection/

Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

8. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Dated: dd/mm/yyyy

Signature & Name: _____

In the capacity of _____duly authorized to sign RFP for and on behalf of

Address

Witness:

Signature: _____

Name: _____

Address: _____

Annexure 2 General Information of Bidder

{On bidder's letterhead}

(1) Bidders name and contact details.

Name of the Bidder Organization:

Nature of Entity (company /partnership/Proprietorship, etc.):

Address of Registered Office:

Phone:

Fax:

E-mail:

Main Line of Business with experience:

(2) Copy of the Registration of the bidder (Certificate of Incorporation, Memorandum of Article, Article of Association Partnership Deed, GST Registration copy, Shops and Establishment Dept. Certificate, etc. as may be applicable) (to be attached separately).

Specimen Signature of the Authorized signatory

Annexure 3 Financial capability statement

{On Statutory Auditor's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____The turnover and networth of the bidder (name of the Bidder) as per Audited statement is as follows;

Financial Year	Audited Turnover (Rs. Crore)	Networth as on the last date of the Financial Year (Rs. Crore)	Profit and Loss
2020-21			
2021-22			
2022-23			

** for the purpose of Networth Calculation it is defined: Networth* : = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)

(Signed and Sealed by the statutory auditor)

ENCL.

- (1) Copy of latest available Audited annual reports for last three years as applicable or as per Financial Year/Calendar Year followed by the bidder firm.
- (2) Document showing relationship of Bidder with the Associate. Associate credit shall only be permitted in case Bidder is bidding as single entity.

Annexure 4 Undertaking for Vehicle Ownership or Operational Experience

{On bidder's letterhead}

I hereby declare that our company/firm has experience of operation of following no of Buses through ownership or contractual right.

1. For Ownership experience for required no of Buses for last three years

Period of Ownership (Year to Year)	No. of Passenger Buses owned by the Bidder	No. of Passenger Buses owned by the Associate	Total	Relationship with the Associate as per the definition provided in The RFP

1. Copy of RC books for owned vehicles are to be attached here with. 2. RTO ownership certificate.
3. Document showing relationship of Bidder with the Associate.

2. For Operation experience for required no of Buses for last three years

No. of Bus operated through contract by the bidder	No. of Bus operated through contract by the Associate	Total	Relationship with the Associate as per the definition provided in The RFP
<i>Details to be submitted in the table.</i> 1.No. of buses contracted 2.Contract period 3.Contract Date and number. 4 Name of the client	<i>Details to be submitted in the table.</i> 1.No. of buses contracted 2.Contract period 3.Contract Date and number. 4.Name of the client		

1. The copy of contract document/Letter of Award / Letter of Intent
2. Completion certificate / Interim Satisfaction Certificate from the client for respective contract if available
3. Document showing relationship with the Associate as per the definition of given in the Technical Qualification criteria
4. In case operation contract is held in partnership/JV/Consortium, the JV/Consortium agreement copy specifying the share of each partner in the JV must be submitted.

(Signature and name of Authorized Representative)

Annexure 5 No Blacklisting certificate

{Notarization is required}

Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of minimum Rs. 300/-)

No Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s or our firm as well as our Associate (*insert "Associate" in case Bidder is taking credit for meeting qualification criteria*) as defined in RFP are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium for last three years from _____ (Bid Due Date)

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

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 6 Format of Power of Attorney

(Applicable in case of bid not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution/Partner Resolution signed by Company Secretary/Director/Partner authorizing the Signatory)

{On Requisite Stamp Paper of minimum Rs. 300/-}

KNOW ALL MEN by these presents that we, ...[name of the Company/partnership firm], a company incorporated under the Companies Act 1956/2013,/ Firm having partnership deed as per partnership act and having its Registered Office/ office at[Address of the Company/partnership firm] (hereinafter referred to as “Company/firm”):

WHEREAS in response to the Request for Proposal (RfP) for Selection of Bus Operator for Procurement Operation and Maintenance of Staff and School Buses on Gross Cost Contract basis for Akarimota Thermal Power Station (ATPS) (“Project”), as per the Scope of Work specified in RFP, the Company/ firm is submitting Bid Comprising Eligibility and Qualification Submission for the project and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____[name of the company/firm] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say :

To act as the Company’s/firm’s official representative for submitting the Bid Comprising Eligibility and Qualification Submission for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, Bids, representations and correspondence necessary and proper for the purpose aforesaid;

To RFP/bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company/Partnership firm as necessary for the purpose aforesaid.

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

Annexure 7 Format for Bank Guarantee for 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 Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date 2024

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

Dear Sir,

This Deed of Guarantee is made on this ____ day of _____, 2024 at _____ by _____ a _____ Bank and having its Head Office/Registered Office at _____ and a Branch Office at _____, Ahmedabad (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of _____ having its Registered Office at, _____ (hereinafter referred to as “Authority” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) for the amount of Rs. _____ (_____) under the terms and conditions of “ _____ ” (hereinafter called the said “RFP”) issued by the GMDC bearing No. _____ for the work (Name of the work) in form of Earnest Money Deposit (EMD)

1. We the (Name of Bank) hereinafter referred to as “Bank” having our registered office at (address of Bank) do hereby undertake and agree to indemnify and keep indemnified

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

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

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

Yours faithfully For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfull

Annexure 8 Indicative Format of price bid

(To be submitted Online Only at <https://gmdctender.nprocure.com>. Bidders submitting this Price Bid in physical form will have their bids rejected)

Table 1: Aggregated Cost of Bus Operation for the 1st Year

Bus No.	Service	Size of Bus	no. of buses	Annual Assured km per Bus	Rates (Rs/km) Inclusive of all taxes and charges bus exclusive of GST	First-Year payment (Rs)
	A	B	C	D	E	F= (C*D*E)
1	AC -Staff Bus	10-12 mtr	1	64605		
2	AC -Staff Bus	7 – 9 Mtr	1	35953		
3	NAC -School Bus	10-12 mtr	1	25200		
4	NAC -School Bus	7 – 9 Mtr	1	18240		
5	Aggregated Cost of Bus Operation for the 1st Year (Sum of F1 to F4 above)					

Table 2: Break-up of the per km cost

Sr. No.	Item	Bus no. 1	Bus no. 2	Bus no. 3	Bus no. 4
		Rate (Rs per KM)			
1	Capital Cost (Bus Procurement /Depot equipment and other upfront investments)				
2	Labour				
A	Driver Salary				
B	Other Admin staff				
C	Maintenance Staff				
3	Fuel				
4	Lubricants				
5	Tyre Tubes				
6	Battery				
7	Repair and Maintenance except AC				
8	Repair and Maintenance of AC				
9	Insurance				
10	Recurring RTO and other statutory charges.				
11	Cleaning				
12	Financing/Interest Cost				
13	Other Cost (Water, Electricity and other overhead cost etc., please specify)				

Sr. No.	Item	Bus no. 1	Bus no. 2	Bus no. 3	Bus no. 4
		Rate (Rs per KM)			
14	Profit				
15	Any other (please indicate)				
16	Base Per Km Rate (Total of 1 to 14)				
17	GST, if any (It will not be considered for price comparison between different bids)				

Table 3: Bus Purchase Cost

Bus No.	Bus Type	Bus Procurement cost (including Chassis, Body Building, transit, and insurance) Rs. Lakh (Inclusive of all taxes) (In figures)
1	AC -Staff Bus- 10-12 Mtr	
2	AC -Staff Bus – 7-9 Mtr	
3	Non AC -School Bus – 10-12 Mtr	
4	Non AC -School Bus – 7-9 Mtr	

Note:

- i. For the purposes of price bid evaluation, only the **Aggregated Cost of Bus Operation for the 1st Year** quoted by the Bidder in cell no. “F5” of Table 1 shall only be considered. GST shall be payable at applicable rate over the above the payment to be made to the Successful bidder however implication of GST will not be considered for comparison of price bids.
- ii. Bidder shall mandatorily fill all the information solicited in the price bid format.
- iii. The Services availed by the Operator from its own vendors for services such as Annual Maintenance Contracts, driver providing agencies etc. represent the Service Provider’s own costs and Authority shall not pay any costs or reimburse any taxes to these vendors.
- iv. Authority retains the right to explore tax friendly options and arrangements with Operator as permitted under law.
- v. Each bidder must quote his km rates after through reading of this RFP document, Draft Agreement and Response to Queries/Amendment documents, breakup between variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.

Annexure 9 Format of Bank Gaurantee for Performance Security

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

Ref: RFP bearing No.

Subject: Bank Guarantee towards Performance Security Deposit.
Date: 2024

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

Dear Sir,

This Deed of Guarantee is made on this ____ day of _____, 2024 at _____ by _____ a _____ Bank and having its Head Office/Registered Office at _____ and a Branch Office at _____, Ahmedabad (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of _____ having its Registered Office at, _____ (hereinafter referred to as “Authority” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) for the amount of Rs. _____ (_____) under the terms and conditions of “ _____ ” (hereinafter called the said “RFP”) issued by the GMDC bearing No. _____ for the work (Name of the work) in form of Performance Security.

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 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 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 Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder'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 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 the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said Bidder (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 Bidder (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 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 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 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. 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 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 10 Format of Letter of Acceptance / Award

Ref.No: *****

Date: ___/___/2024

To

[Hereinafter referred to as the “Selected Proposer”]

Kind Attn: Ms/Mr. _____

Ref:

1
2
3

Sub: Letter of Award (LOA) for Procurement Operation and Maintenance of Staff and School Buses on Gross Cost Contract basis for Akarimota Thermal Power Station (ATPS) Gujarat. (“Contract”).

Dear Sir,

- 1) Please have reference to
 - a. The above referred RFP issued by Gujarat Mineral Development Corporation Ltd (hereinafter referred to as “**AUTHORITY**”), towards submission of Technical and Price Proposals, in accordance with the Request for Proposal; and
 - b. Your Technical and Price Proposals dated _____read with subsequent correspondences (collectively the “**Proposal**”) for Operation of buses on Operate, Maintain and Own basis through Gross Cost Contract for Staff and School Bus Service.
 - c. Negotiation meeting held on _____ at Ahmedabad (“**Negotiation Meeting**”) between Authority and your firm at Ahmedabad.
- 2) For the avoidance of doubt it is hereby clarified that unless otherwise referred/ defined hereunder or repugnant to the context or usage thereof, the capitalized terms used under this LOA shall have the meaning as respectively ascribed thereto under the RFP and/or the draft Agreement, to be executed in terms of the RFP and this LOA.
- 3) We are pleased to inform you that, pursuant to the evaluation of the technical and price proposals submitted by your firm _____ and

negotiation held on _____ with you, your firm has been identified as the Successful Bidder. Accordingly, this LOA is being issued to you by Authority, for undertaking the Contract for Operation of buses on Bus Bodybuilding, Operate, Maintain and Own basis through Gross Cost Contract for Staff and School Bus Service, subject always & exclusively to the terms hereof, the RFP and the Agreement to be executed as per the terms of the RFP, at the Base Kilometer Charges as referred in your price bid and as agreed between us are detailed below:

Bus No.	Service	Size of Bus	no. of buses	Rates (Rs/km) Inclusive of all taxes and charges bus exclusive of GST
	A	B	C	E
1	AC -Staff Bus	10-12 mtr	1	
2	AC -Staff Bus	7 – 9 Mtr	1	
3	NAC -School Bus	10-12 mtr	1	
4	NAC -School Bus	7 – 9 Mtr	1	

It is hereby clarified that GST in respect of the above as statutorily applicable, would be paid as per actual at prevailing at the time of payment to the Operator.

- 4) Further, as per Clause _____ of the Vol 1 of the RFP, you are required to furnish unconditional and irrevocable Bank Guarantee (**BG**) of _____ (Rs. ___ Only) each, in favor of **GMDC Ltd**, from a Approved Bank, payable and enforceable at Ahmedabad, towards the **Performance Security**, in the format prescribed as part of the RFP. The BG shall be submitted prior to signing of the Bus Operator Agreement.
- 5) It is further clarified that the BG towards Performance Security shall, in accordance with the provisions of the RFP and the Agreement, be maintained in full force and effect for the entire period of Contract, as defined and provided in the Volume 2 of the RFP, and if in case the availability of Bank Guarantee from the Banks for the length of the Contract is difficult to obtain, then the initial Guarantee maybe submitted valid for a period of 2 years, and which shall have to be renewed 45 days before its expiry.
- 6) You are further requested to execute with Authority, within 7 (Seven) days from the date of submission of Performance Security, the Agreement, in the form set forth in the Volume 2 of the RFP.
- 7) It may also be noted that in the event of any failure to comply with any of the terms and conditions mentioned in this LOA and/or the RFP document within the time and in accordance with the manner prescribed therefore, including without limitation the acknowledgement of this LOA, AUTHORITY shall, in addition to all other rights and remedies that may be available to it under the provisions of the RFP, this LOA, law and equity or otherwise, at its absolute discretion be entitled to treat your Proposal as rejected and unilaterally cancel/revoke this LOA and deal with the captioned Contract as it may deem fit in its sole and absolute discretion.

In such an event the Selected Proposer (or any person claiming under it) shall have no claim or demand against AUTHORITY, of any nature whatsoever. Further, under any circumstances, AUTHORITY, shall not be liable or responsible to the Selected Proposer or to any other entity

whomsoever, for any loss of business, business competition, loss of investment, or any other loss or damage, costs or expenses, for any reason whatsoever. The Selected Proposer (or any person claiming under it) shall not be entitled to claim any direct or indirect damages, costs, expenses for loss of business, loss of investment etc., upon rejection of its Proposal or cancellation/revocation of this LOA, howsoever and whatsoever caused.

- 8) The Selected Proposer shall indemnify and keep indemnified AUTHORITY, its respective directors, consultants, contractors, officers, employees and/or agents, against all claims and loss, that they may suffer/ sustain or are likely to suffer/ sustain, due to or in relation to all/ any acts and omissions of the Selected Proposer, its employees, staff, personnel etc., pursuant to or in relation to this LOA, the RFP or the Contract.
- 9) Subject to the provisions of (Clause 7) hereinabove, the arbitration clause here-under shall be a final and binding agreement between AUTHORITY and the Selected Proposer and shall survive the cancellation/ revocation /annulment of this LOA:
 - (i) Any and all disputes controversy or claim, arising out of this LOA or the rights and obligations of the AUTHORITY and the Selected Proposer, under this LOA, including but not limited to validity, interpretation, scope, effect, termination of the terms contained in this LOA, shall be settled by arbitration by a sole arbitrator to be appointed by AUTHORITY or his nominee within thirty (30) days after receipt of a request for appointment of arbitrator, which notice should contain all information regarding the dispute(s) between the parties.
 - (ii) The arbitration shall be conducted in accordance with the Arbitration and Conciliation At, 1996 as amended. The venue of arbitration shall be at Ahmedabad, India and it shall be conducted in the English language.
 - (i) The arbitral award shall be in writing, state the reasons for the award and be final and binding on AUTHORITY and the Selected Proposer. The award may include an award of costs, including reasonable attorney's fees and disbursements.
 - (iv) The LOA shall be governed by the laws of India and all matters arising out of or relating to this LOA, the courts at Ahmedabad, India shall have exclusive jurisdiction.
- 10) It may additionally be noted that this LOA is only intended to convey AUTHORITY's acceptance of your Proposal, subject to the terms & conditions specified hereinabove and in the RFP and as reiterated in the Agreement, and it does not by itself create any rights or contractual relationship with AUTHORITY or casts any corresponding obligation with respect to the Contract or otherwise on AUTHORITY. Any such right or relationship shall come into effect only upon your compliance with terms and conditions set out herein and the execution of Agreement as per term hereof and the RFP.
- 11) Without prejudice to anything stated in this LOA and/or the RFP, you are hereby requested to return the duplicate copy of this LOA within seven (7) days from the date of this Letter of Award, as a token of the receipt & acknowledgement of this LOA as well as an absolute, unconditional & unqualified acceptance and compliance of the conditions mentioned hereunder.

Thanking You

For & on behalf of **AUTHORITY**

AGREED and ACKNOWLEDGED BY

We, **M/s** _____ (the 'Selected Proposer'), a company incorporated under the Indian Companies Act, 1956/ Registered Partnership firm/ Registered Proprietorship and having its registered office at

_____, do hereby acknowledge the receipt of the LOA and undertake to absolutely and unconditionally comply with the terms and conditions contained herein.

SIGNATURE: *****

NAME OF AUTHORIZED. SIGNATORY: Mr. [.....]

Annexure 11 List of documents to be submitted for the Bus Manufacturer or It's Associate Bodybuilder

Following documents showcasing eligibility of the bus chassis and Bodybuilder to be submitted by the bidder.

- Bus Specification of manufacturer and model.
- Bus type approval from ARAI.
- ISO Certification Bus Manufacturer.

Annexure 12 Approved Bank to GMDC

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. Chhakchhuak)

Additional Secretary (Budget)
Finance Department

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