



Gujarat Mineral Development Corporation Limited
Request for Proposal

For

Supply and installation of UPS

At

The Corporate Office and Project Offices of GMDC

RFP Number: GMDC/IT/UPS/03/2024-25

General Manager (IT)
Gujarat Mineral Development Corporation Ltd.
(A Govt. Of Gujarat Enterprise)
CIN : L14100GJ1963SGC001206, GST : 24AAACG7987P1ZT
Khanij Bhavan, 132' Ring Road, University Ground, Vastrapur,
Ahmedabad 380 052
EPABX :079-27913501, 27913200
E-mail : gm.it.co@gmdcltd.com Website :www.gmdcltd.com



RFP NOTICE

RFP Number : GMDC/IT/UPS/03/2024-25

Brief Description of Work	Supply and installation of UPS at the corporate office and project offices of GMDC with 4years onsite support				
	Sr	Description	Qty	01	600 VA LINE INTERACTIVE UPS with Inbuilt Lithium Battery
Sr	Description	Qty			
01	600 VA LINE INTERACTIVE UPS with Inbuilt Lithium Battery	416			
Period of contract	5 Years of Supply and services (Rate valid for 1 year and warranty support for 4 years)				
Availability of RFP	RFP shall be floated on the GMDC website (www.gmdcltd.com) and n-procure portal (https://tender.nprocure.com). Bids shall be required to be submitted online on the n-procure portal (https://tender.nprocure.com).				
RFP Processing Fee	₹2,950/- (Rupees Two Thousand Nine Hundred Fifty only) including GST @ 18% in the form of Demand Draft (DD) issued by the banks approved by the Finance Department, Government of Gujarat vide GR. Released from time-to-time (except Co-operative banks) in favor of "Gujarat Mineral Development Corporation (GMDC)" payable at Ahmedabad. Relaxation in terms of submission of RFP Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 as on the bid submission date.				
EMD (Earnest Money Deposit)	₹1,20,000/-(Rupees One Lakhs Twenty Thousand Only) in the form of Demand Draft (DD) or in form of Bank Guarantee issued by the Banks approved by Govt. of Gujarat except Co-Operative banks as specified Finance Department, GR. Released from time-to-time in favor of "Gujarat Mineral Development Corporation (GMDC)" payable at Ahmedabad. Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 as on the bid submission date.				



Commencement of RFP	1 Aug, 2024
Last date of submission of bid through online	27 Aug, 2024 up to 18:00 Hrs.
Last date of submission of physical documents i.e. EMD, RFP Fee etc.	27 Aug, 2024 to up to 18:00 Hrs. at GMDC, Ahmedabad.
Date for online opening of preliminary bid.	28 Aug, 2024
General and Important Terms and Conditions	<ol style="list-style-type: none">1. GMDC reserves absolute right and discretion to accept and/or reject any or all of the RFPs received, invite a fresh bid at any stage, or split the work between more than one bidders.2. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFPs shall not be entertained and will be rejected summarily without assigning any reasons whatsoever.3. GMDC may issue corrigendum at any time during the period between the publication of the notice and the submission of bids for the RFP on the website. The bidders in their own interests are advised to visit the website regularly until the last date for submission of the bid. No separate newspaper advertisement will be released for the amendments or corrections.4. GMDC reserves the right to modify or alter any condition of the RFP.5. The bidders are advised to submit their price bid online at https://tender.nprocure.com. Physical price bids shall not be accepted and shall be rejected summarily without assigning any reasons whatsoever.6. Failure to submit a bid online in the stipulated time due to any reason whatsoever by any bidder shall result in disqualification of the bid. In such circumstances, a bid physically submitted along with supporting documents, RFP processing fees, EMD amount, etc. shall not be considered a bid submitted, and the same will be returned back to the bidder without opening the same. GMDC reserves the right to take a suitable decision in this regard.



TABLE OF CONTENTS

1. Purpose of the Document	5
2. About GMDC	5
3. General Instructions to Bidder.....	5
4. Statutory Obligations.....	8
5. RFP Processing Fee.....	9
6. Earnest Money Deposit	9
7. Security Deposit	9
8. Procedure for Submission of the Bid.....	10
9. Eligibility and Qualification Criteria of Bidder :	11
10. Evaluation of Bids.....	11
11. Scope of Work.....	12
12. Delivery & Installation.....	15
13. Liquidated Damages (LD).....	15
14. Goods & Service Tax	16
15. Payment Terms.....	16
16. Canvassing Not Permitted.....	17
17. Acceptance of Offer	17
18. Notice	18
19. Bankruptcy	18
20. Governing Law.....	18
21. Jurisdiction	18
22. Arbitration	18
23. Non-Fulfillment of Terms and Condition of the Contract	19
24. Foreclosure	19
25. Force Majeure.....	19
26. Annexure A : Bank listed for Bank Guarantee.....	21
27. Annexure B Estimated Bill Of Quantity	22
28. Annexure C : Instruction to Bidders for Online RFP.....	23
Form AA Check List of documents enclosed with RFP.....	24
Form A Format for Eligibility Evaluation to be submitted offline.....	25
Form B Status of Bidder.....	26
Form C Turnover and Net worth.....	27
Form D Declaration.....	28
Form E Format for Affidavit.....	29
Form F Undertaking of Indemnity.....	30
Form G Price Bid.....	31
Form H Format Of Bank Guarantee For Earnest Money Deposit (EMD).....	32

1. Purpose of the Document

GMDC invites requests for proposals under two bids from manufacturers or authorized dealers/distributors for “Supply and installation of UPS at the Corporate office and project offices of GMDC with 4 years onsite support for GMDC” as per the specifications and quantity mentioned in this document. Interested firms may submit their tender and the bids with all relevant certificates, documents, etc.,

2. About GMDC

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer company in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in Gujarat. GMDC’s mining activities are spread all over Gujarat. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese. GMDC has also set up a 250 MW lignite-based Thermal Power Station at Nani Chher in Kutch.

3. General Instructions to Bidder

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

3.1 Cost of Bidding

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

3.2 Due Diligence

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

3.3 Clarification of Bidding Documents

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

3.4 Amendment of RFP Document

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

3.5 Contact Details

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

General Manager (IT)
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad 380 052
(EPABX :079-27913501, 27913200)
E-mail :gm.it.co@gmdcltd.com

3.6 Language of Bid

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

3.7 Late Bids

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

3.8 Right to Accept Proposal

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

3.9 Period of Validity of Bids

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

3.10 Change in Law

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

3.11 Sub Contract

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

3.12 Consortium / Joint Venture:

Consortium / Joint Venture are not allowed.

3.13 GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the items.

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

4. Statutory Obligations

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

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

5. RFP Processing Fee

The RFP Processing Fee is ₹2,950/- (Rupees Two Thousand Nine Hundred Fifty only) to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order/NEFT-RTGS as mentioned in RFP notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the RFP will not be considered for scrutiny and will be outright rejected.

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

6. Earnest Money Deposit

A non-interest bearing Earnest Money Deposit ₹1,20,000/- (Rupees One Lakh Twenty Thousand Only) in any of the following forms:

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

OR

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

OR

- Bank details for submitting RFP Processing Fees and EMD through NEFT/RTGS:

Bank Name : ICICI Bank

Name of beneficiary : GUJARAT MINERAL DEVELOPMENT CORPORATION LTD. Address : JMC house
Branch, Ambawadi, Ahmedabad

Account No : 0024050193 79 IFSC Code : I C I C 0 0 0 0 2 4

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

7. Security Deposit

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

7.2 It shall be refunded to the successful bidder, within a period of six months after satisfactory completion of the work and expiry of the contract period and successful bidder will have to submit "NO DEMAND CERTIFICATE".

7.3 The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to adhere to fulfill the conditions of work order / agreement.

7.4 The successful bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) within 15 days from the date of receipt of LOI in any one of following form

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

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 55 (Fifty Five months) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR for approved bank). It should be valid for a period of not less than 55 (Fifty Five months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

7.5 Security deposit shall not bear any interest under any circumstances.

7.6 GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-

- If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
- The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
- Any other dues on account of statutory compliance.

8. Procedure for Submission of the Bid

8.1 Offers prepared in accordance with the procedures enumerated below.

8.2 Bid should be submitted online at <https://tender.nprocure.com> on or before the last date and time as prescribed in this RFP.

8.3 The bidder should submit their bids in THREE parts through, these are

- | | |
|--------------------------------------------------------------|--------------|
| 8.4.1 Pre qualification bid (Details of EMD and RFP Fee etc) | Online only |
| 8.4.2 Eligibility Bid | Offline only |
| 8.4.3 Price Bid | Online only |

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

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

9. Eligibility and Qualification Criteria of Bidder :

To be submitted as per format for Eligibility Evaluation to be submitted offline as per Form A

10. Evaluation of Bids

10.1 Document submitted by bidders shall be evaluated strictly on RFP terms and documentary proofs received on GMDC duly authenticated by GMDC. Only the eligible bidder shall be considered for financial evaluation.

10.2 The L-1 will be considered on the basis of lowest quoted rates (all-inclusive except GST).

10.3 It is absolutely essential for the successful Bidder to quote the lowest price at the time of making the offer in their own interest. GMDC, however, will have the discretion to choose to enter into any price discussion.

11. Scope of Work

11.1 Location details

Supply and installation of UPS with location are as follows;

<u>Sr</u>	<u>Location details</u>	<u>UPS Count</u>
1	GMDC Lignite Project, Panandhro, Taluka: Lakhpat, Dist: Kutch	31
	Contact Name: Mr. Ishan Sur	
	Mobile No: 70161 20093	
2	GMDC AkriMota Thermal Power Station NaniChher, Taluka: Lakhpat, Dist: Kutch	83
	Contact Name: Mr. Narendra Katariya	
	Mobile No:9978407578	
3	GMDC Lignite Project, Mata No Madh, Taluka: Lakhpat, Dist: Kutch	45
	Contact Name: Mr. U R Pampaniya	
	Mobile No: 75670 99312	
4	GMDC Bauxite Project, Gadhsisa, Taluka: Mandvi, Dist: Kutch	43
	Contact Name: Mr. Anjil Patel	
	Mobile No:9727793250	
5	GMDC Lignite Project, Tadkeshwar, Taluka : Mandvi, Dist: Surat	38
	Contact Name: Mr. Tejas Suthar	
	Mobile No:9978408478	
6	GMDC Lignite Project, Rajpardi, Taluka: Jhagadia, Dist: Bharuch	41
	Contact Name: Mr. Chintan Vyas	
	Mobile No:6359947611	
7	GMDC Fluorspar Project, Kadipani, Taluka: Kawant, Dist: Vadodara	41
	Contact Name: Mr. Pradipsinh Damor	
	Mobile No:6357425610	
8	GMDC Lignite Project, Village :Surkha (North), Lakhanka Road, Dist Bhavnagar	16
	Contact Name: Mr. Rizwan	
	Mobile No:7778854563	
9	GMDC Manganese Project, Shivrajpur, Dist: Panchmahals	11
	Contact Name : Mr. Nitin Joshi	



	Mobile No. :9594020444	
10	GMDC Bauxite Project, Bhatia, Taluka Kalyanpur, Dist: Jamnagar	8
	Contact Name: Mr. Rohit Rathwa	
	Mobile No:7874793026	
11	GMDC Lignite Project, Village: Umarsar, Taluka: Lakhpat, District: Bhuj (Kutch)	28
	Contact Name: Mr. M M Ahmed	
	Mobile No:9023162536	
12	GMDC Copper Project, Ambaji, Ta. Danta, Dist: SK, Gujarat	12
	Contact Name : Mr. Atit	
	Mobile No. : 90999 52153	
13	GMDC Lignite Project Lakhpat Dist Kutch	4
	Contact Name : Mr. Govind Bhraman	
	Mobile No. : 9725554918	
14	GMDC Lignite Project Bharkhandham Dist Kutch	2
	Contact Name : Mr Nitin	
	Mobile No. :7878404075	
15	GMDC Lignite Project Panandhro Extn. Dist Kutch	3
	Contact Name : Mr Dilip Balgamaiya	
	Mobile No. : 9723249622	
16	GMDC, Regional Office Bhubaneswar.	10
	Contact Name : Mr Amit ji	
	Mobile No. : 9023726925 / 7077720026	
	Total	416



600 VA LINE INTERACTIVE UPS with Inbuilt Lithium Battery Specification

CAPACITY	VA/W	600 VA/360 Watt.
INPUT	Voltage	220/230 VAC
	Voltage Range	140-280 VAC
	Frequency Range	50 Hz
OUTPUT	AC Voltage Regulation (Batt. Mode)	±10%
	Frequency Range (Batt. Mode)	50 Hz ±1 Hz
	Transfer Time	Typical 2-6 ms
	Waveform (Batt. Mode)	Simulated Sine Wave
	Overload	110% +/-10% Shutdown after 5 mins
BATTERY	Battery Type	12.8V, 6Ah, Lithium-ion
	Typical Recharge Time	2-3 hrs for 90% capacity
	Backup Time	15min
TRANSFER TIME	Typical	Minimum line break without transfer to battery 4 msec
SOCKET	Indian type Socket	Minimum 3 nos.
INDICATORS		AC Mode
		Battery Mode
		Fault
DIFFERENT ALARM / BUZZER PATTERNS		Battery Mode
		Low Battery
		Overload
		Battery Replacements
		Fault
PROTECTION	Full Protection	Overload, discharge, and overcharge protection
ENVIRONMENT	Operating Environment	0-50 Deg C.
	Storage Temp	-15°C to 50°C
ON SITE WARRANTY	UPS	5 Years
	Lithium Battery	5 Years
CERTIFICATIONS		ISO9001,ISO14001,ISO27001
		BIS
APPROVED MAKES	UPS	APC / VERTIV / LUMINIOUS / MICROTEK / EATON
APPROVED MAKES	BATTERIES	EXIDE / AMRON / SONIC

11.2The software licenses, if any, shall be required in the name of GMDC. The licenses shall contain paper licenses.

11.3Brand new items only shall be supplied. The successful bidder should provide warranty for all items supplied to be free from poor/defective workmanship or materials for a minimum period of 4 years from the date of satisfactory installation of all the ordered quantity. If the items supplied are found defective during the warranty period such defective item shall be replaced by the successful bidder free of cost to GMDC. The replacement shall have to be carried out within seven days of the date of intimation from GMDC.

11.4Successful bidder has to Buyback the OLD UPS / BATTERIES systems of GMDC. The UPS required to be collected from above-mentioned locations wherever available in as-is condition.

11.5Successful bidder shall provide the training for management and operation of UPS in on-site along with installation.

11.6 Notwithstanding the scope of work, supply and services stated in bid document, any equipment or material, or technical services which might not be even specifically mentioned under the scope of supply of the successful bidder and which are not expressly excluded there from but which – in view of the successful bidder - are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by the successful bidder.

12. Delivery & Installation

The successful bidder shall have to deliver the UPSs directly to the respective location within 8 weeks from the date of placement of LOI/WO. The successful bidder needs to take care of the documentary formalities and permissions required, if any. The item covered by this document is required to be supplied, installed and supported at the respective location of GMDC. Quantity and location will be finalized at the time of issuance of LOI/WO.

13. Liquidated Damages (LD)

13.1GMDC reserves the right to levy liquidated damages @ of 0.5% of the order value per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to a maximum of 10% of the order value. GMDC reserves the right to cancel the order in case of an inordinate delay in the delivery of material and services. More than 3 days will be counted as one week for determination of liquidated damages.

13.2 Successful bidder is required to attain the issue reported within 24 hours from the time of issue

13.3 Successful bidder is required to Repair / replacement of UPS within 1 weeks after the problem detection/reporting.

GMDC reserves the right to levy liquidated damages @ 0.5% of the respective UPS value per week of delay beyond the replacement period of the defective UPS i.e. 1 weeks. More than 3 days will be counted as one week for determination of liquidated damages.

14. Goods & Service Tax

14.1 All Bidders are required to submit their GST number and date in the bid. Bid received from an unregistered Bidder will not be considered and out rightly rejected.

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

15. Payment Terms

15.1

Sr. No	Milestone for Works	Amount
1	After delivery and successful Installation of all UPSs at respective locations.	100% of the total cost

15.2 The bills, submitted at the office of General Manager (IT) will be processed within 30 days considering the following deductions.

1. Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
2. Liquidated damages,
3. Other deductions, if any.

16. Canvassing Not Permitted

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

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

17. Acceptance of Offer

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

The Successful Bidder shall have to submit the Security Deposit with 15 days from the date of acceptance of LOI. The Successful Bidder shall submit the Security Deposit in the manner prescribed in this RFP Document. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

The successful Bidder, along with the payment of Security Deposit, shall have enter into a contract/ agreement with the GMDC on appropriate Stamp Paper (to be provided by the Successful Bidder) in token of acceptance of the terms and conditions of the contract, within 30 days from date of commencement of the work.

18. Notice

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

19. Bankruptcy

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

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

20. Governing Law

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

21. Jurisdiction

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

22. Arbitration

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

23. Non-Fulfillment of Terms and Condition of the Contract

- 23.1** If the Successful Bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Successful Bidder. This however, shall not absolve the Successful Bidder from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Successful Bidder and the Successful Bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- 23.2** Likewise, if the Successful Bidder does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Successful Bidder and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful Bidder.
- 23.3** For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and or alter the contract and / or bifurcate and / or increase and / or reduce the contract work at any time without giving any notice or reason to the Successful Bidder and without incurring any responsibility.

24. Foreclosure

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

25. Force Majeure

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

- 25.1** Natural phenomena such as floods, draughts Cyclone, earthquake and epidemics, declaration of war.
- 25.2** Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- 25.3** The Successful Bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
- 25.4** For delay arising out of Force Majeure, the Successful Bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful Bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.



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

26. Annexure A : Bank listed for Bank Guarantee

Annexure I.

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

Date: 21/04/2023

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

❖ **All Nationalized Banks**

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

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalupur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

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


(S. Chhakchhuak)

Additional Secretary (Budget)
Finance Department

-----XXXXX-----



27. Annexure B Estimated Bill Of Quantity

Sr	Description	Qty
01	600 VA LINE INTERACTIVE UPS with Inbuilt Lithium Battery	416

Sr	Description	Qty
01	UPS for Buyback upto 1 KVA	50
02	UPS for Buyback above 1 KVA	50

Note:

- 1) Minimum requirement is specified in the BID, Bidder may propose a higher configuration device
- 2) A tentative quantity has been specified here for purchase and the buyback actual will be shared at the time of awarding work order / LOI

28. Annexure C : Instruction to Bidders for Online RFP

All Bidders must submit their bid online through the website <https://tender.nprocure.com>

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

Address:

(n)Procure Cell

(n)Code solutions A division of GNFC

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

Tel: +91 26857316/17/18 Fax: +91 79 26857321,

Toll Free: 1800-233-1010E-mail :nprocure@gnfc.net

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

GNFC:

Contact Number: 079- 26857316/17/18

E-Mail: nprocure@gnfc.net

Form AA Check List of documents enclosed with RFP

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
01	RFP Processing Fee	Yes / No
02	EMD	Yes / No
03	Form AA Check list of documents enclosed with RFP	Yes / No
04	Form A Format for Eligibility Evaluation	Yes / No
05	Form B Status of the Bidder	Yes / No
06	Form C Turnover and Net worth	Yes / No
07	Form D Declarations	Yes / No
08	Form E Undertaking of Genuineness of Document	Yes / No
09	Form F Undertaking of Indemnity	Yes / No
10	Form G Format of Price Bid (ONLINE. only)	Yes / No
11	Form H Format for Bank Guarantee	Yes / No



Form A Format for Eligibility Evaluation to be submitted offline

Sr	Condition	Eligible
<u>1</u>	The bidder should be a legal entity registered in India, since last 5 (Five) years from the date of RFP under either Indian Companies Act 1956/2013 or LLP Act 2008. The bidder should have at least 3 offices / service centers situated in Gujarat.	A copy of the Certificate of Incorporation
<u>2</u>	The bidder should have a minimum average annual turnover of any 3 consecutive financial years out of the last 4 financial years (2020-2021, 2021-22, 2022-23, 2023-2024).	Certificate(s) from statutory auditor / CA with all relevant details & copy of any 3 consecutive financial years of audited annual report to ascertain its turnover & net worth
<u>3</u>	Bidder must have a positive Net Worth of any 3 consecutive financial years out of the last 4 financial years (2020-2021, 2021-22, 2022-23, 2023-2024).	
<u>4</u>	The bidder shall be the Manufacturer of or authorized dealers/distributors for UPS. Bidders participating in the capacity of authorized dealers/distributors shall enclose Manufacturer's Authorization Form (MAF) for selling/distributing the products.	Manufacturer's Authorization Form (MAF) from OEM for participating in Bid
<u>5</u>	Experience of not less than three years (as on March 31, 2024) in Supply and installation of UPS with Single Order not less than Rs.10 Lakhs. Client List pertaining to the three years with minimum three orders of which one shall be a Government Department/Organization / Institution to which UPS have been supplied and installed shall be enclosed.	Copy of Work Orders / Contracts/relevant evidence of work from client.
<u>6</u>	The Bidder or its directors have not been blacklisted by any Government/Government Organization during the last 5 years from the date of uploading of RFP. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.	Declaration as per Annexure - D



Form B Status of Bidder

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

Signature and Stamp of the Bidder



Form C Turnover and Net worth

1. Turnover and Net Worth

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

1.1 Net Worth= Rs. _____ for the Year 2021-22
Rs. _____ for the Year 2022-23
Rs. _____ for the Year 2023-24

1.2 Turn Over = Rs. _____ for the Year 2021-22
Rs. _____ for the Year 2022-23
Rs. _____ for the Year 2023-24

1.3 Average Turnover of Rs. _____

2. Details of Work Carried Out During the Last Seven Years by the Bidder

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

Signature and Stamp of the Bidder

Signature and Stamp of the CA

TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING
MEMBERSHIP NO/ FIRM REGISTRATION NO.



Form D Declaration

(On letter head of the Bidder)

DATE:

To,
The General Manager (IT),
Gujarat Mineral Development GMDC Ltd.,
"Khanij Bhavan", 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380052

Dear Sir,

I/we here by solemnly declare that

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

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

Yours faithfully,

Signature and Stamp of the Bidder



Form E Format for Affidavit

A F F I D A V I T

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

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

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

SIGNATURE OF THE BIDDER
WITH SEAL

Dated



Form F Undertaking of Indemnity

(On Letter head of the Bidder)

To,

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

Dear Sir,

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

Yours faithfully,

For -----(Signature & Stamp of the Bidder)



Form G Price Bid

Format for Price Bids – Price bids can only be submitted online. Without TAX

Sr	Description	Qty	Rate per UPS	Amount (Excluding Taxes)
01	600 VA LINE INTERACTIVE UPS with Inbuilt Lithium Battery	416		

Sr	Description	Qty	Rate per UPS	Amount (Excluding Taxes)
01	UPS for Buyback upto 1 KVA	50		
02	UPS for Buyback above 1 KVA	50		

Note:

- a) The amount related to buyback will not be considered in deriving L1 bidder.
- b) The quantity is tentative in nature and the actual quantity may change at the final LOI / WO.
- c) The buyback rate will not be considered for calculating L1.



Form H _____ Format Of Bank Guarantee For Earnest Money Deposit (EMD)

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

..... (Name of the Bank)
Address.....Guarantee No.....
A/C Messer’s..... (Name of Bidder)
Date of Expiry..... Limit to liability
(currency & amount).....
Invitation For RFP No..... dated.....(bidding document)
For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.
Date.....20

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

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called “GMDC”) which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called “Bidder”) from demand under the terms and conditions of “Technical Bid Document” (hereinafter called the said “Bidding Document”) issued by the GMDC vide RFP No._____ for the work _____ (Name of the facilities) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____ (_____ only) (figure in words).

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



to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.

3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any 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 proceedings 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 and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharge our liability hereunder dated _____ day of _____ 20 .
_____ for _____ (Name of Bank)

Yours faithfully

For.....(Name of the Bank)

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

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