



RFP for

To carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO Certificate 9001:2015, ISO 14001:2015 and ISO 45001:2018 and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State

Tender No. GMDC/03/ISO-IMS/Certification /2024-25

December - 2024

Gujarat Mineral Development Corporation Limited
(A Government of Gujarat Enterprise)
Khanij Bhavan, 132-ft Ring Road, Gujarat University Ground,
Vastrapur, Ahmedabad-380052

DISCLAIMER

This RFP is issued by Gujarat Mineral Development Corporation Ltd. (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Consultants interested in providing Assistance/consultancy for To carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001: 2015 and ISO 45001:2018 Certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State.

It is hereby clarified that this RFP is not a Contract, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. This RFP may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation, and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission, or inaccuracies therein that are apparent and carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any Contract and /or arrangement relating to the captioned subject. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to cancel the RFP and selection process at any time during the bidding process without giving any reason and may also decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC, or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.

DISCLAIMER	2
DEFINITIONS	6
SECTION I: BACKGROUND	8
SECTION II: SCOPE OF WORK/TERMS OF REFERENCE	9
SECTION III: INSTRUCTIONS TO BIDDERS	11
1. INTRODUCTION	11
2. GENERAL	14
3. RFP DOCUMENTS	17
4. PREPARATION AND SUBMISSION OF BIDS	18
5. BID EVALAUTION CRITERIA	21
6. EVALUTION PROCESS	22
7. SELECTION OF CONSULTANT/CONTRACTOR AND SIGNING OF CONTRACT	25
7.1. NOTIFICATION OF AWARD OF CONTRACT	25
7.2. WORK ORDER	26
7.3. COMMENCEMENT OF WORK/ASSIGNMENT	26
7.4. PROPRIETARY DATA	26
7.5. TAX LIABILITY	26
8. FRAUD AND CORRUPT PRACTICES	26
9. CONFLICT OF INTEREST	28
10. MISCELLANEOUS	28
SECTION IV: SERVICE PROVISION FESS AND PAYMENT TERMS	30

1. SERVICE PROVISION FEES	30
2. PAYMENT TERMS	30
SECTION V: CONTRACT TERMS AND CONDITIONS	32
1. GENERAL	33
2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT	36
3. OBLIGATIONS OF THE CONSULTANT	41
3.1.1. STANDARD OF PERFORMANCE	41
3.1.2. TERMS OF REFERENCE	41
3.1.3. APPLICABLE LAWS	41
3.2. CONFLICT OF INTEREST	41
3.2.2. CONSULTANTS AND AFFILIATES NOT TO ENGAGE IN CERTAIN ACTIVITIES	41
3.2.3. CONFIDENTIALITY	42
3.3. INSURANCE TO BE TAKEN OUT BY THE CONSULTANT	42
4. OBLIGATIONS OF GMDC	43
5. FARENESS AND GOOD FAITH	43
6. DISPUTE RESOLUTION	43
SECTION VI: ANNEXURE	46
<i>ANNEXURE 1:LETTER OF BID SUBMISSION (ON LETTERHEAD OF BIDDER)</i>	46
<i>ANNEXURE 2: BIDDER'S ORGANIZATION AND EXPERIENCE</i>	47
<i>ANNEXURE 3: TEAM COMPOSITION AND TASK ASSIGNMENTS</i>	48
<i>ANNEXURE 4: ANNUAL TURNOVER STATEMENT</i>	49
<i>ANNEXURE 5: NO BLACKLISTING CERTIFICATE</i>	50
<i>ANNEXURE 6: FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING BIDDER'S SIGNATORY</i>	51

<i>ANNEXURE 7: UNDERTAKING</i>	52
ANNEXURE 8: INDICATIVE FORMAT OF PRICE BID	53
<i>ANNEXURE 9: FORMAT FOR BANK GUARANTEE FOR TOWARDS BID SECURITY/EARNEST MONEY DEPOSIT</i>	55
<i>ANNEXURE 10: FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY</i>	58
<i>ANNEXURE 11: LIST OF APPROVED BANKS</i>	61
<i>ANNEXURE 12 : EXISTING ISO CERTIFICATE</i>	64

DEFINITIONS

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

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd who shall appoint the Consultant for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate registered in India which submits the bid including paying the RFP Fees and Bid Security/EMD as per the terms of this RFP within the stipulated time. It should be either Limited Liability Partnership registered under LLP act or a company under the Indian Companies Act 1956/2013.
3. **Bid/Proposal** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in Schedule of Bidding in Clause 1.6 of SECTION III
5. **“Consultant/Contractor”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in undertaking work as per this RFP.
6. **“Consultancy Contract/Agreement/Contract”** is the Contract to be entered into between ‘Gujarat Mineral Development Corporation (GMDC)’ and ‘Consultant’ comprising of all terms and conditions stated in this RFP.
7. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION III.
8. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION III.
9. **“Consultancy Fees /Fees/Service Charges”** shall mean the charges payable by GMDC for the Consultancy Services rendered by the Consultant.
10. **“Contract Price”** shall mean the Consultancy Fees as specified in Letter of Award issued by GMDC to the Consultant.
11. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION III
12. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION III
13. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION III.
14. **Letter of Award** shall have the meaning described thereto under clause 7.1 of RFP SECTION III.
15. **“Parties”** means the parties to the Consultancy Contract and “Party” means either of

them, as the context may admit or require.

16. "Preferred Bidder" shall have a meaning specified in clause 6.4 (ii) of RFP SECTION III.

17. "Successful Bidder" means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.

18. "Terms of Reference/Scope of Work/Consultancy Work/ Project/Assignment" means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the Consultant is required to carry out as per the Good Industry Practice. Detailed Scope of Work is specified in SECTION II of RFP.

19. "Third Party" means any Person other than GMDC and the Consultant.

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

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading State-owned Mining and Minerals Company of Gujarat with operational experience of over 60 years. GMDC's product portfolio spans across mining, value added products and power. Its power portfolio includes clean energy sources such as solar and wind besides thermal power.

GMDC's mining activities are spread across Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and ChhotaUdepur districts of the State. It is currently mining minerals like Lignite with five operational lignite mines, Bauxite (11 operating mines), Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. GMDC also value adds to minerals through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, Beneficiation of Low-Grade Manganese and Beneficiation of Fluorspar. The Company has set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, Wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbal, Rojmal and Solar Power plant of 5 MW at Panandhro Project. GMDC's existing Metallic mineral portfolio includes Fluorspar, Manganese, Bauxite, and Multimetals in addition to other associated minerals like silica sand, Bentonite, Ball Clay and Limestone.

GMDC has undertaken a strategic transformation exercise over the last year with a view to achieve growth milestones, diversity to its product portfolio, leverage existing assets, provide inputs to the industry and contribute to the growth of the state's economy.

As part of its strategic transformation exercise, GMDC is already in the process of expanding its mining operations by setting up six new lignite- based projects in Kutch and South Gujarat. Further, GMDC through its metal division also intends to expand and develop metal mining portfolio by developing existing metal mining projects and exploring new opportunities in metal mining sector in India. Several other projects are in the pipeline based on identified thrust areas.

Leveraging its capabilities in lignite thus, one of the key strategic diversifications for GMDC is in the area of domestic coal mining, where it would like to access domestic coal mostly occurring in the eastern part of the country. As part of this strategy, it has recently bid for a number of coal blocks in the recently concluded commercial mine auctions by the Ministry of Coal, Govt. of India. The PSU won the bids for Burapahar block and the Baitarani West coal block in Odisha.

Under this RFP, GMDC intends to appoint consultant to carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001: 2015, & ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State.

For the purposes of bidding, bids are invited.

Competent and eligible Agencies/Consultants are invited to participate in this bidding process for providing Services to carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001: 2015, & ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State.

(Detailed in SECTION II)

SECTION II: SCOPE OF WORK/TERMS OF REFERENCE

RFP for to engage consultant for to carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001: 2015, & ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State.

1. TERMS OF REFERENCE/SCOPE OF WORK :

The detailed Terms of Reference (TOR/Scope of Work) for the consultant is specified below;

1.1. **Standard:** -ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 for all nine locations

2. Scope of Assessment: -

Sr.No.	Activity	Scope/Activities	Existing Certification Expiry date
1.	ATPS	Generation of Electric power based on lignite as main fuel with supporting fuel as heavy fuel oil	29/01/25
2.	Mata-No-Madh Mines	Mining and supply of Lignite	29/01/25
3.	Umarsar Mines	Mining and supply of Lignite	29/01/25
4	Gadhsisa Mines	Mining of Bauxite	29/01/25
5	Tadkeshwar Mines	Mining and supply of Lignite	29/01/25
6.	Amod G-19 Ext (Rajparadi) Mines	Mining and supply of Lignite	29/01/25
7.	Surkha (North) Mines	Mining and supply of Lignite	29/01/25
8.	Mewasa Bauxite Mines	Mining of bauxite	29/01/25
9	Kadipani Mine	Mining and beneficiation of Fluorspar	--

3. Scope of work.

S.N.	Activity	Services to be Provided
1	Conduct Stage-1 Documentary review Audit of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location	1) Review of all documentation for their adequacy 2) Review of legal compliance 3) Preliminary assessment of preparedness of the projects for final audit 4) Submission for stage-1 audit reports, within max 4 days from date of completion of audit
2	Conduct stage-2 final certification audit of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location	1) Verification of effective implementation of standards against the requirements of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 2) Submission for stage-2 audit reports, within max 4 days from date of completion of audit.
3	Issue certificate of compliance against the requirement of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location	1) Issue certificate of compliance against the requirement of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location 2) Certificate shall be issued within 3 weeks from the date of completion of audit and satisfactory closure of NCR, if any.
4	Conduct annual surveillance audit-1 of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location	Submission for SA-1 audit reports within max 4 days from date of completion of audit.
5	Conduct annual surveillance audit-2 of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location	Submission for SA-2 audit reports within max 4 days from date of completion of audit.

Period Of Work:

⇒ Three (03) Years from the date of issue of the work order/LOA.

SECTION III: INTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1 Bidding Process

- a. GMDC has adopted a single stage two packet online bidding system separately for Technical Bid and Price bid with evaluation as per as detailed out in **RFP for to engage Consultant for carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001: 2015, & ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State.** (the "**Bidding Process**"). Technical Bid shall be submitted physically whereas Price Bid shall be submitted online through <https://gmdctender.nprocure.com> . The Bids for which the Price Bid is submitted in hard copy /physical form/ pen drive shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid ("**Bid Due Date**"). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION III. Based on Technical evaluation, the Price Bids of only Bidder's meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in clause 6.2(a), 5.1 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.2 and 6.2 of this Section III. The Bids will finally be ranked from the lowest to highest according to their quoted rate specified in price bid.

1.2 Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to GMDC, and attending a Pre-Bid meeting.

1.3 Acknowledgement by Bidder

By submitted bid or proposal, the bidder acknowledges that:

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

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

1.4 Cost of Bidding

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

1.5 RFP Fee

- a) Bidder will need to submit non-refundable RFP Document/Tender Fee of **INR 17,700 (i.e. RFP fees of INR 15,00 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favour of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section or (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on 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 Branch
Account Number: 002405019379
IFSC Code: ICIC0000024

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.
- c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.
- d) Bidders holding and sharing valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender are exempted from submission of RFP Fee.

1.6 Schedule of Bidding

Sr.No.	Event Description	Date, Time and Address
1.	Date from which RFP documents will be available	RFP shall be available from 31/12/2024 from website http://www.gmdcltd.com & https://gmdctender.nprocure.com
2.	Last date for receiving Pre-Bid queries/clarifications	Bidders may send their queries by 15/01/2025 up to 18:00 hrs to following contacts or reach out for any assistance. Mr. A. K. Makadia Sr. General Manager (Safety & ISO) Email: AKMAKADIA@GMDCLTD.CO.IN Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad
3.	Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com not later than 27/01/2025 up-to 18:00 hrs. along with basic details (scanned copies of RFP fee and EMD instruments may be required to be uploaded) as requested by website and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.
4.	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	The Technical Bid is to be submitted offline, on or before 27/01/2025 up-to 18:00 hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad - 380052, by Speed Post/RPAD/Hand delivery/ Courier in sealed cover duly super scribed as mentioned in the RFP. Address: A.K. Makadia Sr. General Manager (Safety & ISO) Gujarat Mineral Development Corporation Ltd., 7 th Floor Wing 'B', Khanij Bhawan, 132 feet Ring Road, University Ground, Vastrapur, Ahmedabad 380052 Gujarat, India
5.	Opening of Technical Bid	On 28/01/2025 at 16:00 hrs. at GMDC office
6.	Opening of Price Bid	To be indicated later after completion of Technical Evaluation. GMDC reserves the right to request and consider additional information
7.	General and Important Terms and Conditions	GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document.

	<p>Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFP on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum.</p> <p>GMDC reserves the rights to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on https://gmdc.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.</p>
--	--

GMDC shall endeavor to adhere to the bidding schedule as specified in above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procure portal.

2. GENERAL

2.1. Bid Validity

- a) Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. 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 Clause 2.5 of RFP SECTION III in all respects.

2.2. Numbers of Bids by Bidder

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

2.3. Governing Law and Jurisdiction

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

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

- a) Notwithstanding anything contained in this RFP, GMDC reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) GMDC does not bind itself to accept the lowest bid and reverse the right to reject any or all the bids without assigning any reason whatsoever and to split up the work between two or more bidder(s) or accept the bid in part and not in its entirety.
- c) It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) Without prejudice to the generality of Clause (a) and (b) above, GMDC reserves the right to reject any Proposal/Bid if:
 - 1) Bid does not meet the Pre-qualification qualification criteria specified in this RFP
 - 2) at any time, a material misrepresentation is made or discovered, or
 - 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - 4) the Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
 - 5) Bidder submits conditional Bid.
- e) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Preferred Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process.

2.5 Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees. An Earnest Money Deposit of amount **INR 35400 (Thirty five thousand four hundred)** shall be submitted by bidders in favor of "**Gujarat Mineral Development Corporation Ltd**", in any one of the following forms/formats. The List of Approved Bank is provided in **Annexure 11**.
- i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank to Authority as per the Annexure 11 and valid for a period of 120 days (One Hundred and Twenty Days) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause 2.1 of RFP SECTION III. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS¹ under our IFSC Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.
- b) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favour the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the contract and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- f) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION III.
- ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
- iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA
 - 2) to sign the Contract within the period specified by GMDC.
 - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.
- g) Bidders holding and sharing valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender are exempted from submission of EMD/ Bid Security.

3. RFP DOCUMENTS

3.1 Content of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 3.4.

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

3.2 Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6. They should send in their queries on or before the date mentioned in clause 1.6 section in order to enable Authority to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.

- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on GMDC.

3.3 Amendment of corrigendum of Bidding Documents

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

4. PREPARATION AND SUBMISSION OF BIDS

4.1 Language of Bid

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

4.2 Bid Currency

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

4.3 Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid must be properly signed by the authorized signatory (the “Authorized Signatory”) as detailed below:
 - (1) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm.
- c) In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

4.4 Submission Format & Sealing and Marking of Proposals

The original instruments of the Bid Security of the required value and in approved format as specified in clause 2.5 and RFP Fees as specified in clause 1.5 shall be sealed in an envelope on which the following shall be super scribed:

“RFP for to carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001: 2015, & ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC’s various Mines & Project in Gujarat State. – EMD and RFP Fees”

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

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder
2	2	Bidder’s Organization and Experience. <ul style="list-style-type: none">• Certificate of registration in India , GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable• Documentary evidences for work experience of similar nature from the client such Relevant portion of Work order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by CA certificate/self-certification from the Managing Director of bidder’s Indian entity to ascertain authenticity.
3	3	Team Composition and Task Assignments
4	4	<ul style="list-style-type: none">• Statutory Auditor/Registered Chartered accountants statement specifying Turnover for last three Financial Years as per clause 6.1 b)• Audited Financial statements for last three years as per clause 6.1 b)
5	5	No Blacklisting certificate on Stamp Paper

6	6	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable.
7	7	Undertaking for information and document provided are true.
8		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexure. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

“RFP for to carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001: 2015, & ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC’s various Mines & Project in Gujarat State. – EMD and RFP Fees –Technical Bid”

Envelopes shall be placed in outer envelopes, super scribed and delivered by the Due date as per the address given:

“RFP for to carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001: 2015, & ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC’s various Mines & Project in Gujarat State. –Bid submission”

Addressed to:

Mr. A.K. Makadia, Sr. General Manager

(Safety & ISO)

Gujarat Mineral Development Corporation Ltd.

Khanij Bhavan,132-ft. Ring Road, Gujarat University Ground,

Vastrapur,

Ahmedabad- 380052

- a) Price Bid (Online) to be filled up at designated places only on <https://gmdc.nprocure.com> as per the format provided in the Annexure 11.
- b) The Bidders are required to submit its Bids (i.e., Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.6.

4.5 Bid Due Date

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC <http://www.gmdcltd.com> and www.nprocure.com.

4.6 Late Submission

- a) Physical submissions for Technical Bid and EMD & RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) GMDC shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e-tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform (n)Procure. The contact details of (n)Procure are as follows:

n) Code Solutions (A Division of GNFC Ltd.)403, GNFC Info tower, Bodakdev, Ahmedabad - 380054. India

Sales: 079- 4000 7323

Support: 079- 4000 7300 Email: nprocure@ncode.in

4.7 Modification and Withdrawal of Bids

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

5. BID EVALAUTION CRITERIA

All bids must be considered responsive as described in clause 6.2 (a) in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria specified hereunder will progress to the next stage of Price Bid opening.

5.1 Pre-Qualification Criteria

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

- a) The Bidder shall be a legal entity registered in India under the relevant legislation of incorporation. Firms can participate in bidding process as single bidder only and no consortiums are permitted.
- b) Bidders must be accredited by the **National Accreditation Board for Certification Bodies (NABCB)**.
- c) Copies of Work Order with Work Completion Certificate.

- d) Experience of providing training and certification services in minimum 10 (Ten) reputed Organizations for ISO 9001, ISO 14001 and ISO 45001 Certification; out of which at least 5 (Five) of the organizations shall be Central Government / State Government / Public Sector Undertaking,
- e) The Bidder should not have been blacklisted for participation in this tender as on bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking. The Bidder shall need to submit Anti Blacklisting Affidavit as per format specified in Annexure 8.
- f) Bidders must have qualified personnel with relevant ISO auditing certifications.
- g) Bidder should submit PAN Card and GST registration certificate.

5.2 FIXED RATE

1.1. The bidder shall quote the firm rates considering all possible escalation during the period of the contract.

1.2 The rates quoted by the bidder shall remain firm during the pendency/currency of the contract and no price escalation is considered/payable under this contract on any account for whatsoever reason.

1.3 No advance payment will be provided.

6. EVALUATION PROCESS

6.1 Opening of Technical Bid

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

6.2 Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 4.4** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

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

- 1) Prior to evaluation of Technical Bids (i.e., Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) The Technical Bid is submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
 - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
 - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
 - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
 - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - (vi) It does not contain any conditionality; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

B) Assessment of Pre-Qualification Criteria

- 4) GMDC shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 5) The Bidder must meet Pre-Qualification Criteria specified in clause 5.1 and have submitted all documents as per clause 4.4 in order to qualify for next stage of assessment.
- 6) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.
- 7) The Price bids of only Technically Qualified Bids shall be opened.

6.3 Opening of Price Bid

- I. The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdc.nprocure.com> as per the indicative format specified in Annexure to this RFP.
- II. The Price Bids of only technically qualified Bidders shall be opened online.
- III. The time and date of opening of online Price Bids shall be informed to the Bidders who are declared as Technically Qualified Bidders pursuant to sub clause 8.2 (c) in advance. The technically qualified bidders can view the opened price bid at their

place and computer.

- IV. The Bidder quoted lowest rate in price bid shall be generally declared as Preferred Bidder (the "Preferred Bidder") and considered for award after following the due process including negotiation

6.4 Clarification of Bids and Request for additional/missing information

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

6.5 Verification and Disqualification

- (i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.
- (ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:
- At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - Bidder is blacklisted/barred by any Government Agency.
 - In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8.
 - In case the Bidder has Conflict of Interest as per clause 9.
 - A Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
 - While evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
 - Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
 - A bidder who submits or participates in more than one Bid under this RFP.

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

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

- (iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Consultant , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Consultant. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.6 Contacts during Bid Evaluation

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

6.7 Correspondence with Bidder

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

6.8 Confidentiality

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

7. SELECTION OF CONSULTANT/CONTRACTOR AND SIGNING OF CONTRACT

7.1. Notification of Award of Contract

- (i) Work will be awarded by way of issuance of Letter Of Acceptance to the lowest

bidder (L1) without post tender negotiations if the rates are reasonable. If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.

- (ii) Successful Bidder shall, **within 07 (seven) days** of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

7.2. Work Order

Work order shall be awarded subsequent to issue of Letter of acceptance (LOA). After the acceptance of work order, the Successful Bidder shall be called the "Consultant/Contractor".

7.3. Commencement of Work/Assignment

The Consultant shall commence the Service Provision within one month of the Signing of Contract, or such other date as GMDC may permit. If the Consultant fails to either sign the Contract as specified in Clause 7.2 or commence the assignment as specified herein, GMDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Contract, as the case may be, may be cancelled / terminated.

7.4. Proprietary Data

Subject to the provisions of Clause 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the Consultant, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to GMDC in relation to the Service Provision Assignment pursuant to Scope of Work shall be the property of GMDC.

7.5. Tax Liability

- (i) The rates quoted in Price Bid Annexure 08 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding

anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document. Recoverable loss would be limited to the value of the contract.

- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Consultant as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Consultant as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or
 - (ii) after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the Project;
 - (iii) **“fraudulent practice”** means a misrepresentation or omission of facts or

suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

9. CONFLICT OF INTEREST

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

10. MISCELLANEOUS

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

other information and/ or evidence submitted by or on behalf of any Bidder.

- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liabilities for claim, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) The contractor shall be deemed to be acting as an independent contractor of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

SECTION IV: SERVICE PROVISION FESS AND PAYMENT TERMS

1. SERVICE PROVISION FEES

- a) Authority hereby covenants to pay the Service Provision Fees to the Consultant for the Scope of the Work /TOR specified in Section II of this RFP and as per the payment terms specified in Subclause 2 of this section at agreed price specified hereunder awarded to the Bidder.

S.N.	Milestone/Activity	Amount (In Percentage)
1.	Application Fees and Accreditation Fees (If applicable)	05%
2.	After Stage -1 Audit --fees Inclusive of work carried out as per scope of work clause no-3 (Sr no-1)	15%
3.	After Stage -2 Audit & Issuance of all three Certificate-- fees Inclusive of work carried out as per scope of work clause no-3 (Sr. no-2 & 3)	40%
4.	After Conduct annual Surveillance audit -1 This fee is inclusive of the audit, reporting & bellowed note.	20%
5.	After Conduct annual Surveillance audit -2 This fee is inclusive of the audit, reporting & bellowed note.	20%
Total Fees for 3 years (All inclusive) of Certificate Validity period and excluding of GST		

[Note: In the Contract, the table pertaining to awarded work shall only be included]

- b) The Service Provision Fees specified in subclause a) hereinabove represent the net amounts payable exclusive of GST but inclusive of all other applicable taxes, duties, surcharge, and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC subject to submission of proof of depositing the GST with the authority.
- c) Travel and living expense to be incurred for executing Terms of Reference will be at actual (air travel in economy class and II AC Train fare will be reimbursed or may be arranged by GMDC).

2. PAYMENT TERMS

2.1. Payment Terms for the Scope of Work

- a) Payment shall be made by GMDC as per the payment terms specified hereunder.
- b) Lumpsum Service fees quoted by Successful Bidder for the Scope of Work as per the Price Bid Format represents total service fees for execution of Scope of work. The payment for the Services Fees fixed for the selected Consultant shall be paid partly on milestone completion basis and partly on monthly basis in the following proportions

c) Payment Terms for Milestone based payment

The payment for the Milestone based proportion shall be made as per the payment milestones specified hereunder.

- (i) The Consultant shall submit invoices upon achieving milestone stated in sub clause herein above. Authority shall make payment within 15 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to contract conditions.

S.N.	Activity and Payment for three years of Certificate Validity Period
1	Application Fee 2.5% of payment will be released Quoted price in price bid for each location
2	Accreditation Fee if any (2.5% of Quoted price in price bid for each location)
3	After completion of S-1 Audit for respective site –fee inclusive of work carried out as per scope of work clause no-3(sr.n.-01) (15% of payment will be released as Quoted price in price bid for respective location)
4	After completion Stage-2 audit & Issuance of certificate –Fee inclusive of work carried our as per scope of work clause no-3(Sr.n.2&3) (40% of payment will be released as Quoted price in price bid for respective location)
5	After completion of annual Surveillance audit -1 This Fee is inclusive of the audit and reporting (as per scope of work) (20% of payment will be released as quoted price in price bid for respective location)
6	After completion annual surveillance audit-2 This Fee is inclusive of the audit and reporting (as per scope of work) (20% of payment will be released as quoted price in price bid for respective location)
	Total Fees For 3 Years of certificate Validity period

- (ii) Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Consultant.

- (iii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act

SECTION V: CONTRACT TERMS AND CONDITIONS

THIS CONTRACT is entered into on this the _____ day of _____, 20____ BETWEEN
Gujarat Mineral Development Corporation Limited, a company incorporated under Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132 Ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 (hereinafter referred to as the "Authority/GMDC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART;

AND

_____, having its registered office at _____, hereunder referred to as the "Consultant" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

GMDC and the Consultant are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A. GMDC vide its Request for Proposal, dated _____ invited Bids from competent parties through transparent and competitive bidding process "**to carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001 : 2015, & ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State**" as per the terms specified in RFP and this Contract (hereinafter called the "**Project/Assignment/Work/Scope of Work**")
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Consultant dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Contract and issued a Letter of Award (LOA) No. _____ dated _____ accepting the particular Bid Proposal.
- C. The Consultant has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of Consultant **for "to carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of ISO 9001:2015, ISO 14001 : 2015, & ISO 45001:2018 certificates and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State,** on the terms, conditions and covenants hereinafter set forth in this Contract.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and Contracts set forth in this Contract, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (GMDC and Consultant) **here by agree as follows:**

The following documents attached hereto shall be deemed to form an integral part of this Contract:

This Contract along with all Annexure/schedule here to.

1. Request for Proposal Document issued by GMDC in its entity including all its parts/sections, annexure, corrigendum and Addendums thereto.
2. Letter of Acceptance (LOA) no. _____ issued on _____.
3. Terms of Reference/Scope of Work provided in RFP SECTION II.
4. Payment Terms provided in RFP SECTION IV.
5. Consultant's Key Personnel specified in Schedule ____
6. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

While all above documents are deemed to be part of the Contract, in the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date wise, shall prevail over the older document.

1. GENERAL

1.1 Definition and Interpretation

- 1.1. In this Contract, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:
 - a. **"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, including without limitation those laws/regulations applicable to the Project;
 - b. **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Contract;
 - c. **"Authority"** or **"GMDC"** means the Gujarat Mineral Development Corporation Ltd [including without limitation its authorized representatives];
 - d. **"Consultant"** means any Bidder (Single) selected to provide the Services to GMDC under this Contract.
 - e. **"Contract"** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.
 - f. **"Contract Period"/" Contract Period"** shall have a meaning specified in clause **Error! Reference source not found.**
 - g. **"Day"** means calendar day.
 - h. **"Dispute"** shall have a meaning specified in clause 9.1

- i. **“Effective Date”** shall have meaning specified in clause 2.1.
- j. **“Force Majeure”** shall have a meaning specified in clause 2.7.1
- k. **“Insurance”** shall have a meaning specified in clause 3.10
- l. **“Local Currency”** means Indian Rupees.
- m. **“Party”** means the “Authority” or the Consultant, as the case may be, and **“Parties”** means both of them.
- n. **“Team Leader”** shall have a meaning specified in clause 4.5
- o. **“Performance Security”** shall have a meaning specified in clause 7.3.
- p. **“Personnel”** means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof.
- q. **“Services”/ “Scope of Services/Terms of Reference (TOR)”** means the work to be performed by the Consultant pursuant to this Contract, as described in RFP SECTION II;
- r. **“Sub-Consultants”** means any person or entity to whom/which the Consultant subcontracts any part of the Services. Sub-contracting of entire ToR is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the Consultant may engage sub-Consultants under intimation to Authority. The Consultant can hire external professional as technical expert who has qualification and experience as per RFP and under intimation to Authority.
- s. **“Terms of Reference” (“TOR”)** are the description of scope of Service to be performed by the Consultant. Detailed TOR is specified in RFP SECTION II;
- t. **“Third Party”** means any person or entity other than the “Authority”, or the Consultant.

1.2 Principles of Interpretation

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

1.3 Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the Consultants. The Consultant shall, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Rights and Obligations

The mutual rights and obligations of GMDC and the Consultant shall be as set forth in the Contract, in particular:

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

1.5 Governing Law and Jurisdiction

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

1.6 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

1.7 Table of Content and Heading

The table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.

1.8 Notices

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

If to Authority;

_____.

Gujarat Mineral Development Corporation Ltd, Ahmedabad

If to Consultant;

1.9 Location

The Services shall be performed at GMDC's various project/mines namely.

ATPS, Mata-No-Madh Mines, Umarsar Mines, Gadhsisa Mines, Tadkeshwar Mines, Amod G-19 Rajpardhi Mines, Surkha(North) Bhavnagar Mines, Mevasa Bauxite Mine, Kadipani Mine. Any site may be added on same rates and may be removed depending on the conditions and the rates will be adjusted accordingly.

1.10 Authorised Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Authority” or the Consultant may be taken or executed by the officials specified hereunder
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be Sr General Manager (Safety & ISO).
- c) The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be: -----

2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force after award of LOA and date of this Contract will be called as (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Contract for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks’ notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, this Contract shall stand terminated, and the Consultant shall be deemed to have accepted such termination.

2.4 Contract Period and Expiration of Contract

- a) This Contract shall remain in force for the period of 3 years for all projects/mines required for completion of the Assignment as per the terms of the RFP and includes any time extension provided thereof.
- b) The Consultant shall be required to complete the scope specified section II /TOR as specified in the RFP but not on continuous basis unless terminated earlier pursuant to clauses 2.3 and 2.9 hereof or extended hereof pursuant to sub clause b) hereunder.
- c) As its sole discretion, GMDC may extend Contract Period if TOR is incomplete/not executed on time or on occurrence of Force Majeure Events or occurrence of undeniable events.

2.5 Entire Contract

- d) This Contract and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject

hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Contract.

- e) Without prejudice to the generality of the provisions of clause 2.5(a), on matters not covered by this contract, the provisions of RFP shall apply.

2.6 Modification of Contract

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written Contract between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, pandemic, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3. Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for payment due up to the Services Delivered as per the payment terms specified in RFP Part IV.

2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Contract

GMDC may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Contract or shall fail to perform any of its obligations under this Contract, due to the reasons within the control of the Consultant, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Contract

2.9.1. Termination by Authority

GMDC may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Contract if:

- f) If Consultant fails to furnish Performance Security as per the terms of the Contract.
- g) The Consultant fails to remedy any breach here of or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7.7 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- h) The Consultant becomes insolvent or bankrupt or enters into any Contract within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- i) Any representation made or warranties given by the Consultant under this Contract is found to be false or misleading;
- j) If the Consultant fails to make any payments/damages/penalties due to Authority within the period specified in this Contract or extended period as mutually agreed by the Parties without any valid reason.
- k) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- l) The Consultant submits to GMDC a statement which has a material effect on the rights, obligations or interests of GMDC and which the Consultant knows to be false;
- m) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- n) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

2.9.2. By Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to GMDC, such notice to be given after the occurrence of any of the events specified in this RFP documents terminate this Contract if:

- a) GMDC fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;

- b) GMDC is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 (thirty) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by GMDC of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) GMDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Contract pursuant to Clauses 2.3 or 2.9 hereof) or upon expiration of this Contract pursuant to Clause **Error! Reference source not found.** hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in RFP documents, hereof; (iii) any right or remedy which a Party may have under this Contract or the Applicable Laws.

2.9.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by GMDC, the Consultant shall proceed as provided respectively by Clauses 3.8, hereof.

2.9.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2, hereof, GMDC shall make the payments to the Consultant as per provision set forth in RFP part IV hereof for Services performed prior to the date of termination. Provided that in case of incomplete milestone during such Termination, the payment for such incomplete milestone shall be made on pro rata basis.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 2.9.1, hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GMDC, and shall at all times support and safeguard GMDC's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2. Terms of Reference

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

3.1.3. Applicable Laws

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

3.2. Conflict of Interest

The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Contract.

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

The remuneration of the Consultants pursuant to Payment Terms specified in RFP SECTION IV hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-Consultants, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. Consultants and Affiliates not to engage in Certain Activities

The Consultant shall hold the GMDC's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

The clause shall not prohibit the Consultant to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities. However, in such cases the Consultant agrees to a professional responsibility to maintain the confidentiality of Client information.

3.2.3. Confidentiality

(i) The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; (d) which is required to be submitted to any regulatory, statutory or governmental authority; € information related to project's scope which the Consultant can share as the credential of the Consultant in future after the 1 (one) year beyond the contract period.

(ii) Consultant's work for GMDC is confidential and for the GMDC's internal use only. Consultant will not disclose the deliverables to any third parties without the GMDC's prior written permission. If necessitated GMDC shall sign Non-Disclosure Contract with the Consultant.

(iii) GMDC acknowledges that Deliverables are solely for its internal use and it may use the same internally. GMDC will not disclose the Deliverables or make the Deliverables available for use by any third party without the third-party first signing Consultant's standard form of non-reliance letter. Such restriction will not apply for disclosure of Deliverables under any mandatory disclosure required under law or for GMDC's internal decision making in relation to this project to the Ministries and Government stakeholders under Government of Gujarat and Government of India ("Permitted Disclosure").

3.3. Insurance to be taken out by the Consultant

(i) The Consultant shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or Consultant's own standard practices during the Contract Period (the "Insurance"). At the Authority's request, the Consultant shall provide evidence of insurance covers or a certificate of all insurances maintained on request of Authority.

(ii) The Consultant shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-Consultant/specialist deployed by the Consultant to perform scope of work specified under this Contract.

(iii) The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Consultant or its sub-contractors / sub-Consultants / specialists associated with the Consultants for the purposes of the Services, nor for any member of any such person

4. OBLIGATIONS OF GMDC

4.1. Assistance in clearance

Unless otherwise specified in the Contract, GMDC shall make best efforts to ensure that GMDC shall:

- a) Provide the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant or its Personnel to perform the Services.
- b) Issue to officials, agents and representatives of GMDC all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

4.2. Documents and Other Support

GMDC shall provide all necessary information/documents/data subject to internal and external confidential requirements. If necessary, a Non – disclosure Contract will be signed. GMDC shall provide support in terms of followings;

- a) All study Reports and Documents as available with GMDC
- b) Facilitating Site visit (at no transportation cost to GMDC) and meetings relevant stakeholders
- c) Support towards Sample/data collection and approvals required as the cost of the Consultant

5. FARENESS AND GOOD FAITH

5.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.2. Operation of Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

6. DISPUTE RESOLUTION

6.1. Amicable Solution

- (a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the

Contract including incompleteness of the Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and Consultant in accordance with the procedure set forth in sub-article (b) below.

- (b) Either Party may require the Dispute to be referred to committee of two senior executives of each Authority and the Consultant, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert
- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expense pertaining to Dispute Review Expert shall be divided equally between GMDC and the Consultant. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the Contract. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

6.2. Arbitration

(a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time arise between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 9.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

(b) Place of Arbitration

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

(c) Procedure

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

(d) Enforcement of Award

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

(e) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be

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

6.3. Performance during Dispute Resolution

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

SECTION VI: ANNEXURE

Annexure 1:Letter of Bid Submission (On letterhead of Bidder)

Date:

To,

Sr General Manager (Safety & ISO),
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan, 132-Ring Road, Gujarat University Ground,
Vastrapur, Ahmedabad- 380052.

Subject: Submission of Bid in response to RFP for To carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of 9001:2015, ISO 14001: 2015 and ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State.

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid as follows.

A. Physical submission of

- (i) **Technical Bid- Pre-Qualification and Qualification documents and**
- (ii) **RFP Fee and EMD as per the requirement of the RFP**

B. Online Only submission of

- (iii) **Price Bid as per the Price Bid format provided in Annexure 08 of the RFP alongwith basic details as may be required on bidding platform n**

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Organization and Experience

[To be provided by the Bidder]

A - Bidder's Organization

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

B - Bidder's Experience

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

Name of Employer:	
Details of Public Sector/Pvt sector Employer	
Address:	
Country:	
Location within country:	
Assignment/job name	
Description of Project/Assignment	
Approx. value of the contract (in Rupees):	
Duration of Assignment/job (months):	
Total No of staff-months of the Assignment/job:	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultants, if any:	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

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

Annexure 3: Team Composition and Task Assignments

[To be provided by the Bidder]

Sr. No.	Position	Name of Staff	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Years of Experience (i)Total Exp. & (ii) sector experience	Number of relevant projects completed
1.							
2.							
3.							
4.							
5.							

Support Staff (if any)

Sr. No.	Position	Name of Staff	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Years of Experience	Any other information
1.							

Annexure 4: Annual Turnover statement

[To be provided by the Bidder]

{On Statutory Auditor's/ Registered Chartered Accountant's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s _____ . Following is the audited turnover from consulting assignments (excluding revenue from audited and taxation practice), for the last three years.

Years	Turnover (Rs. Crore)
2021-22	
2022-23	
2023-24	

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

Annexure 5: No Blacklisting certificate

**[To be provided by the Bidder]
(On a Stamp Paper of Value Rs 300)**

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s
of Bidder are not blacklisted**

No-Blacklisting Affidavit

I 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 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 from abroad from participating in Project/s, -----(Bid submission 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 Contract period. Dated this Day of, 202_.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

**Annexure 6: Format of power of attorney for authorizing Bidder's Signatory
(On a Stamp Paper of Value Rs 300)**

[To be provided by the Bidder]

KNOW ALL MEN by these presents that we, [name of the firm], a FIRM incorporated under the _____ and having its Registered Office/ office at [Address of the Company firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the RFP for _____ [Name of the Assignment] ("Project"), the Company/ firm is submitting Bid for the project and GMDC and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint or authorize Mr. __ son of __ resident of __, holding the post of _____ as the authorized signatory of the company/ firm in connection with the request for proposal titled (Name of the RFP) RFP Number: _____ dated _____, issued by the (Name of the other party) (the "RFP") and to execute and deliver for and on behalf of the Company the RFP documents and to comply with any other requirements connected to or arising from the RFP documents and/or from the RFP process for the firm/company 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 Technical Bid and Price Bid for the said project and other relevant documents in connection therewith.

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

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

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the compliance of the requirements with any other requirements connected to or arising from the RFP documents and/or from the RFP process.

<p>The common seal of [name of the company/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]</p>	<p align="center">----- [name & designation of the person]</p> <p align="center">[name & designation of the person]</p>
---	---

Annexure 7: Undertaking
[To be provided by the Bidder]

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

Dated this _____ day of _____ 202_.

Signature
(Company Seal)

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

Signed by
Authorized Signatory with designation

Annexure 8: Indicative Format of Price Bid

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <https://gmdctender.nprocure.com>. Price Bid should not be submitted in hard copy AND/OR not placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)

To
 Sr General Manager (Safety & ISO)
 Gujarat Mineral Development Corporation Ltd
 Khanij Bhavan, 132-Ring Road, Gujarat University Ground,
 Vastrapur, Ahmedabad- 380052.

Sub: To carry out Stage-1 audit, Stage-2 Audit, Issuance /renewal of 9001:2015, ISO 14001: 2015 and ISO 45001:2018 certificate and carry out Surveillance Audit-1 & Surveillance Audit -2 for GMDC's various Mines & Project in Gujarat State

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the GMDC under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

S.N.	Activity	Services to be provided	Service Fees (Lumpsum) exclusive of GST (in INR.)
1	Conduct Stage-1 Documentary review Audit of ISO 9001:2015, ISO14001:2015 & ISO 45001:2018 at the mine/project location	1. Conduct Stage-1 Documentary review Audit of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location 1) Review of all documentation for their adequacy 2) Review of legal compliance 3) Preliminary assessment of preparedness of the projects for final audit 4) Submission for stage-1 audit reports, within max 4 days from date of completion of audit	
2	Conduct stage-2 final certification audit of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the mine/project location	1) Verification of effective implantation of standards against the requirements of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 2) Submission for stage-1 audit reports, within max 4 days from date of completion of audit.	
3	Issue certificate of compliance against the requirement of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location	1) Issue certificate of compliance against the requirement of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location 2) Certificate shall be issued within 3 weeks from the date of completion of audit and satisfactory closure of NCR, if any	

4	Conduct annual surveillance audit-1 of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location	Submission for SA-1 audit reports within max 4 days from date of completion of audit.	
5	Conduct annual surveillance audit-2 of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 at the project location	Submission for SA-2 audit reports within max 4 days from date of completion of audit	
	Total Amount in Rs/-		

Note:

- (a) The Bidders shall be required to quote total Fees for execution of TOR/Scope of work specified in section II for all nine (9) Mines & Project of GMDC Ltd.
- (b) The total Fees quoted by Bidders shall be inclusive of all applicable taxes, except GST. GST at applicable rates shall be payable extra above the Consulting Fees. Further, the risk of applicability of any other taxes, duties and levies shall be borne by the Certification agency.
- (c) Travel and living expenses will be at actual.
- (d) Payment shall be made as per the Payment terms specified in Section IV of the RFP.
- (e) GMDC shall be entitled to deduct tax at source (TDS) as may be applicable as per Indian laws. The TDS certificate(s) shall be provided as per the due date specified in the Income Tax Act of India.
- (f) Each Bidder must quote his rates after through reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.

**Annexure 9: Format for Bank Guarantee for towards Bid security/Earnest Money Deposit
(On Non-judicial Stamp paper to be submitted along with submission of bids)**

..... (Name of the Bank)
Address.....
Guarantee No.....
A/C Messrs..... (Name of Bidder)
Date of Expiry.....
Limit to liability (currency & amount)
Invitation For Tender No..... Dated (bidding document)
For (Name of work)

Subject: Earnest Money Deposit Bank Guarantee.

Date 2024

To,
Sr General Manager (Safety & ISO),
Gujarat Mineral Development Corporation Ltd.
132 Ft Ring Road, Near University Ground
Vastrapur, Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender 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 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
6. indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
7. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding is taken against Bank hereunder be outstanding or unrealized.

We _____ (Name of Bank) further undertake to

unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.

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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

(I) Our liability under this Bank Guarantee shall not exceed **Rs_____/-**
(Rupees _____ only)

(II) This Bank Guarantee is valid up to _____(Date).

(III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____(Date).

(IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____(Name of the Bank)

Annexure 10: Format for Bank Guarantee for Performance Security

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

Ref: Tender bearing No. _____
Subject: Bank Guarantee towards Security Deposit.

Date 20__

To

Sr General Manger (Safety & ISO),
Gujarat Mineral Development GMDC.
132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s _____ (hereinafter called "Contractor/Consultant") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender _____. **The present Bank Guarantee is towards Security Deposit (SD)/Performance Security of Bid in terms of Clause No. _____ of Part – _____ of the afore-said bidding document for the due fulfillment by the Contractor/Consultant of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for Rs _____/- (Rupees _____ only)**

1) We the _____ (Name of the Bank) hereinafter referred to as "Bank" having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of Rs _____/- (Rupees _____ only) against any losses, damage cost,

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

2) We _____ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you

stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Bidding Document by reason of the Contractor's failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/- (Rupees _____ only).

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

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

Yours _____ faithfully
 For.....

(Name of the Bank)
 Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____ (Name of the Bank)

Annexure 11: List of Approved Banks
List of Approved Banks for EMD and Performance Security if Bidder intends to submit Bank Guarantee

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

Government of Gujarat

Finance Department

GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024

Read: FD GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O. Dt. 21/04/2023

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 21/04/2023.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards/Corporations/PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.


(Bhavya Verma)

Deputy Secretary (Budget)

Finance Department

To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Chief Secretary

PS to Principal Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Additional Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

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

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024

(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, 2025. 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	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahkari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finane Bank	26	Saraswat Co-Operative Bank Ltd
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op Bank
14	IDFC First Bank	32	The Surat People's Co. Op. Bank Ltd
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vysya Bank		

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


(Bhavya Verma)

Deputy Secretary (Budget)

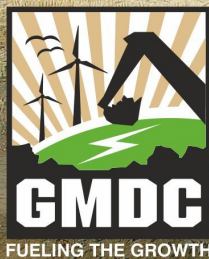
Finance Department

-----XXXXX-----

Annexure 12 : Existing ISO Certificate



Scanned with CamScanner



Gujarat Mineral Development Corporation Ltd.
(A Government of Gujarat Enterprise)

CIN No. : L14100GJ1963SGC001206

Khanij Bhavan, 132 ft. Ring Road, Near Gujarat University Ground, Vastrapur, Ahmedabad- 380052 India