



Gujarat Mineral Development Corporation Limited

Request for Proposal

Comprehensive Annual Maintenance Contract

Of

Audio Video

At

The Corporate Office of GMDC

RFP Number GMDC/IT/AV/03/2024-25

General Manager (IT)

Gujarat Mineral Development Corporation Limited

(A Govt. of Gujarat Enterprise)

CIN: L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT
Khanij Bhavan, 132' Ring Road, University Ground, Vastrapur,
Ahmedabad 380 052

EPABX :079-27913501, 27913200

E-mail: gm.it.co@gmdcltd.com , Website: www.gmdcltd.com



RFP Number GMDC/IT/AV/03/2024-25

Brief Description of Work	Request for Proposal Comprehensive Annual Maintenance Contract Of Audio Video At The Corporate Office of GMDC
Period of Contract	3 years from the date of Work Order
Availability of RFP	RFP shall be floated on the GMDC website (www.gmdcltd.com) and n-procure portal (https://tender.nprocure.com). Bids shall be required to be submitted online on the n- procure portal (https://tender.nprocure.com).
RFP Processing Fee	Rs 2500/- plus GST @ 18% aggregating to Rs2950/- payable by Demand Draft/ Pay Order drawn in favor of "GMDC Ltd." Payable at Ahmedabad. Relaxation in terms of submission of RFP Processing Fee shall be given to the Bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP
EMD (Earnest Money Deposit)	Rs. 1,00,000/- EMD in any of the following forms: <ul style="list-style-type: none">• DD in favor of GMDC Ltd. Payable at Ahmedabad.• Bank Guarantee from Banks approved by Govt. Of Gujarat (except Co- operative Bank) duly pledged in favor of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement Relaxation in terms of submission of EMD shall be given to the Bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.
Commencement of RFP	13 th Jan, 2025
Last date of download of proposal	04 th Feb, 2025 up to 18:00 hours
Last date of submission of bid through online	04 th Feb, 2025 up to 18:00 hours
Last date of submission of physical documents i.e. EMD, RFP Fee, supporting documents as per annexures, etc.	04 th Feb, 2025 up to 18:00 hours Corporate Office, GMDC Ahmedabad.
Date for Online Opening of preliminary bid	05 th Feb, 2025 up to 18:00 hours



General and Important
Terms and Conditions

GMDC reserves absolute right and discretion to accept and reject any or all of the RFPs received, invite a fresh bid at any stage, or split the work between more than one bidder.

The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFPs shall not be entertained and will be rejected summarily without assigning any reasons whatsoever.

GMDC may issue corrigendum at any time during the period between the publication of the notice and the submission of bids for the RFP on the website. The bidders in their own interests are advised to visit the website regularly until the last date for submission of the bid. No separate newspaper advertisement will be released for the amendments or corrections.

GMDC reserves the right to modify or alter any condition of the RFP.

The bidders are advised to submit their price bid online at <https://tender.nprocure.com>. Physical price bids shall not be accepted and shall be rejected summarily without assigning any reasons whatsoever.

Failure to submit a bid online in the stipulated time due to any reason whatsoever by any bidder shall result in disqualification of the bid. In such circumstances, a bid physically submitted along with supporting documents, RFP processing fees, EMD amount, etc. shall not be considered a bid submitted, and the same will be returned to the bidder without opening the same. GMDC reserves the right to take a suitable decision in this regard.

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1. Purpose of the Document

GMDC invites request for proposal under two bids from manufacturers or authorized dealers / distributors for “Comprehensive Annual Maintenance Contract Of Audio Video At The Corporate Office of GMDC” as per the specifications and quantity mentioned in this document. Interested firms may submit their bids with all relevant certificates, documents, etc.

2. About GMDC

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer company in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in Gujarat. GMDC’s mining activities are spread all over Gujarat. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese. GMDC has also set up a 250 MW lignite based Thermal Power Station at NaniChher in Kutch, Wind power plant of 200 MW at Maliya, Jodiya, Bhanvad, Bada, Varvada, Rojmal and Solar Power Plant of 5 MW at Panandhro Project. GMDC has recently been allocated two Coal block, namely, Burapahar and Baitarni West coal blocks, in the state of Odisha.

3. Location of Work : [Gujarat Mineral Development Corporation Ltd.](#)
Khanij Bhavan, 132’ Ring Road, University Ground,
Vastrapur, Ahmedabad 380 052
EPABX :079-27913501, 27913200
E-mail : gm.it.co@gmdcltd.com

4. General Instructions to Bidder

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

4.1 Cost of Bidding

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

4.2 Due Diligence

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

4.3 Clarification of Bidding Documents

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

4.4 Amendment of RFP Document

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

4.5 Contact Details

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

General Manager (IT)

Gujarat Mineral Development Corporation Ltd.

Khanij Bhavan, 132' Ring Road, University Ground,

Vastrapur, Ahmedabad 380 052 EPABX :079-27913501, 27913200

E-mail : gm.it.co@gmdcltd.com

4.6 Language of Bid

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

4.7 Late Bids

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

4.8 Right to Accept Proposal

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

4.9 Period of Validity of Bids

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

4.10 Changes in Law

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

4.11 Sub Contract

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

4.12 Consortium / Joint Venture : Consortium / Joint Venture are not allowed.

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

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

5. Statutory Obligations

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

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

6. RFP Processing Fee

The RFP Processing Fee of Rs2500/- plus GST @ 18% aggregating Rs. 2950/- is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order/NEFT-RTGS as mentioned in RFP notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the RFP will not be considered for scrutiny and will be out rightly rejected.

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

7. Earnest Money Deposit

A non-interest-bearing Earnest Money Deposit Rs.1,00,000/- in any of the following forms shall be submitted:

- Demand Draft in favour of GMDC Limited Payable at Ahmedabad.
OR
- Bank Guarantee from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.
OR
- Bank details for submitting RFP Processing Fees and EMD through NEFT/RTGS:
Bank Name: ICICI Bank
Name of Beneficiary: GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.
Address: JMC house Branch, Ambawadi, Ahmedabad
Account No: 002405019379
IFSC Code : ICIC0000024

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

8. Security Deposit (SD)

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

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

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

OR

- Bank Guarantee from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 66 (Sixty Six months) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR for approved bank). It should be valid for a period of not less than 40 (Fourty months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

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

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

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

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

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

Any other dues on account of statutory compliance.

9. Procedure for Submission of the Bid.

9.1 Bids shall be prepared in accordance with the procedures enumerated below.

9.2 Bid should be submitted online at www.tender.nprocure.com on or before the last date and time as prescribed in this RFP.

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

- | | | |
|-------|---|---------|
| 9.3.1 | Pre qualification bid (Details of EMD and RFP Processing Fee) | Online |
| 9.3.2 | Eligibility Bid | Offline |
| 9.3.3 | Price Bid | Online |

- 9.4 Manual price bids or the bids submitted by telex/ telegram/ fax/ e-mail etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- 9.5 Bidders are advised to follow the 'Instructions for Bids Submission' given in Annexure B for e-submission of the bids online through n-procure.
10. Eligibility and Qualification Criteria of Bidder :
Form A
11. Scope of Work
1. The bidder shall correct any faults and failures in the equipment and shall repair or replace worn or defective parts of the equipment at no extra cost to the GMDC with repaired parts During the office's normal working hours on all working days.
 2. In case if the bidder is not able to repair the original equipment, the bidder shall supply the new substitute of same specifications or of higher specifications of reputable brand, with prior approval of the office.
 3. New installation or any underground cable trouble shooting is under the bidder scope and bidder has to carry out the proper under or above the flooring cable work as and when required by the GMDC.
 4. Any material required for installation of network connection including the Cables will be in the scope of successful bidder, for eg, I/O, RJ45 connectors, patch panel, patch code etc.
 5. The bidder has to provide one Resident Engineer during office working hours. (10:00 am to 7:00 pm) Resident engineer on site (one onsite engineer) with minimum 2-year experience of AV System, VC System (Cable & Hardware). The Cost will be born by Selected bidder only. separate line item.
 6. The bidder shall ensure spares availability. In case, it is not possible to repair some equipment or not possible to repair at site, the bidder shall provide a suitable replacement as standby arrangement within 24 hours so that the work is not hampered
 7. The transportation, loading/unloading, configuration any associated activity with the repair and maintenance shall be the sole responsibility of the bidder.
 8. During the contract, if the person(s) of the bidder meet with any accident which results into the death or injuries to the person(s) of the bidder or any damage made to the third party and any claim or legal penalties arise out of it will be responsibility of the bidder only. The office will not be responsible in any way.
 9. Bidder should also do the update / maintenance of operating system, software installation, installation of patches, configuration of applications, tweaking and adjustment and updating of drivers etc. for the devices under this contract.
 10. Bidder to Repair/Replace all cables Upen/concealed during the contract period.
 11. Qualified maintenance engineers totally familiar with the EQUIPMENT shall perform all repair and maintenance service described herein.
 12. THE BIDDER shall maintain at THE OFFICE's site, a written maintenance and repair log; and shall record therein each incident of EQUIPMENT malfunction, date and time of commencement and successful completion of repair work and nature of repair work

performed on the EQUIPMENT together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. THE GMDC shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their occurrence and the date and time of their communication to THE BIDDER.

13. THE BIDDER agrees that special arrangements may be made by THE GMDC to have such maintenance service provided outside the hours specified.
14. The Resident Engineer shall provide repair and maintenance service, in response to oral including telephone notice by THE GMDC officials and such services should be on all working days as per the oral order. However, due to any reason if THE GMDC will remain open on any public holiday than The Resident Engineer has to provide service on the request of THE GMDC.
15. Preventive Maintenance: THE BIDDER shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT) once within the first fifteen days of the commencement of the maintenance period and whenever required thereafter.
16. Service requirement-monthly
17. Cables, Racks, Enclosed Proper cabling and cleaning and maintain proper cable routing and ting will be in the Bidder scope.
18. Review/Sealing by service provider each system provider before contract agreement and place order.
19. Bidder must have dedicated/toll free telephone number for service support.
20. Service provider must give unique code or sticker to every hardware including in AMC
21. Termination of Contract:
 - a. If The bidder stops performing the contract or withdraw the activity to perform the contract
 - b. If the bidder does not follow the written instructions given by the office.
 - c. If the bidder does not perform the contract up to the satisfactory level even after regular feedback from the office.
 - d. If any one of above condition happen, office may terminate the contract

Resident Engineer

The selected bidder has to provide one resident Service Engineer daily during office working hours.

22. 1. The bidder has to provide one Resident Engineer with required technical skill to do the work mentioned in scope of work.
23. 2. Without department permission, bidder has not altered the deputed resident engineer during contract.
24. 3. Bidder has not assign other office works to resident engineer during duty hour.
25. 4. During absence of resident engineer, bidder should arrange other service engineer. If bidder will not provide other service engineer, Rs. 700/- per day will be deducted as penalty from bill.

26. Service level Agreement ;

Repairing / replacement of parts of any equipment shall be done within 24 hours after the problem detection / reporting. The timeline of 24 hours shall also be applicable in case of Temporary placement of service unit after the problem detection / reporting. However, after repairing, successful bidder has to reinstall original service unit within 1 week from the date of successful installation of Temporary placement service unit. It is the responsibility of the successful bidder to make sure that the Temporary placement service unit shall work continuously without any downtime till reinstallation of original service unit after repairing OR else penalty shall be imposed on the Temporary placement service unit as mentioned in the penalty clause.

NOTE: Successful bidder must replace any part / equipment with new part / equipment of same OEM's make and model only. In case of model discontinued declared by OEM then in such case, the successful bidder must supply parts / components of same make with same / higher technical specifications of same OEM post approval of IT department of corporate office. Also, successful bidder must submit a declaration containing replacement with new part / equipment along with details like OEM make, model, serial number, location etc. However, this change will not be applicable for temporary replacement of units as a stop gap arrangement till the permanent replacement is done.

Penalty:

If successful bidder fails to achieve the agreed objective in terms of duration for replacing / repairing, then penalty of Rs.1000/- per day shall be imposed. More than 12 Hrs. will be counted as one day. In case of non-supply of Temporary Replacement of service unit the penalty amount will be of Rs.1500/-.

27. Goods & Service Tax

- All bidders are required to submit their GST number and date in the bid. Bid received from unregistered bidders will not be considered and out rightly rejected.
- Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Successful bidder as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the Successful bidder under the said contract subject to production of documentary proof and the Successful bidder will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

28. Payment Terms

Sr.	Milestone for Works	Amount
Comprehensive Annual Maintenance Contract		
1	Post Quarterly payment will be done at the rate fixed as per WO	As per Invoice
2	For supplied components	100% after receipt of the entire quantity as per order

29. Canvassing Not Permitted

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

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

30. Evaluation of Bids

- a. Document submitted by bidders shall be evaluated strictly on RFQ terms and documentary proofs received on GMDC duly authenticated by GMDC. Only the eligible bidder shall be considered for financial evaluation.
- b. The L-1 will be considered on the basis of the lowest quoted rates (all-inclusive except GST) for AMC and Supply of the Material.
- c. It is absolutely essential for the successful Bidder to quote the lowest price at the time of making the offer in their own interest. GMDC, however, will have the discretion to choose to enter into any price discussion.

31. Acceptance of Offer

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

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

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

32. Notice

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

33. Governing Law

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

34. Bankruptcy

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

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

35. Jurisdiction

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

36. Arbitration

All questions, disputes, 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 there to, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only

37. Non-fulfillment of Terms and Condition of the Contract.

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

contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility.

38. Foreclosure

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

39. Force Majeure

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

Annexure A : Banks listed for Bank Guarantee

Annexure I.

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

Date: 21/04/2023

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

❖ **All Nationalized Banks**

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

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

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


(S. Chhachhuak)

Additional Secretary (Budget)
Finance Department

-----XXXXX-----

Annexure B : Instruction To Bidders For Online RFP

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

1. Bidders who wish to participate in online RFPs will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause5.
2. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

(n)Procure Cell

(n)Code solutions A division of GNFC

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

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

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

3. Kindly take note that, valid Digital Signature Certificates is a must for all the interested bidders. Online RFP process is not possible without a valid digital signature certificate.
4. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of RFP submission.
5. (n) code solutions reserve the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n) code solutions are fully authorized to issue digital signature certificate to bidders.
6. Bidders who have no facility to participate in on-line RFPs are requested to contact (n) code solutions for the same.
7. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. bidders are requested to take benefit of the same.
8. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above-mentioned address. In case the bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:
 - a. GMDC:
Contact Person: General Manager (IT)
Contact numbers:079-27913200/3501
E-Mail: gm.it.co@gmdcltd.com
 - b. GNFC: Contact Number: 079- 26857316/17/18 E-Mail: nprocure@gnfc.net

Annexure C : Bill of Quantities

Description	Qty
AMPLIFIER	5
AUDIO CABLE	5
CAMERA	4
CAT 6	2
CCTV CAMERA	4
CONNECTOR	3
CONTROL UNIT	12
CONTROLLER	4
CONVERTOR	2
Display	5
DSP	5
HDBT SYSTEM	12
HDD	1
HDMI	51
MICROPHONE	77
MICROPHONE WIFI	4
NVR	1
PATCH CODE	48
PATCH PANNEL	2
POE	2
POP UP BOX	123
RACK	7
ROUTER	2
SPEAKER	16
SPEAKER CABLE	4
SWITCH	1
SWITCHER	5
Tablet	1
TV	12
USB CABLE	5
Wireless System	3
Grand Total	428

Note: Details of item is as per Annexure D



Annexure D : Item details

Sr.	Make	Details	Model Number	Qty	Warranty Up To
1	View sonic	15.6 INCH TOUCH DISPLAY - VIEWSONIC	TD1630	1	
2	Kramer	7 INCH TOUCH TABLET - KRAMER	(KT-107)	1	
3	Sony	75 INCH SONY TV	KD75*80K	1	
4	Sony	75 INCH SONY TV	KD75*80K	1	
5	Sony	75 INCH SONY TV	KD75*80K	1	
6	Sony	75 INCH SONY TV	KD75*80K	1	
7	Sony	75 INCH SONY TV	KD75*80K	1	
8	Sony	75 INCH SONY TV	KD75*80K	1	
9	Sony	85 INCH SONY TV	KD 85*85J	1	
10	View sonic	86 INCH INTRACTIVE DISPLAY	8650-3	1	September 7, 2025
11	View sonic	86 INCH INTRACTIVE DISPLAY	8650-3	1	September 7, 2025
12	View sonic	86 INCH TOUCH DISPLAY - VIEWSONIC		1	
13	View sonic	98 INCTRACTIVE DISPLAY	9850-3	1	September 7, 2025
14	Kramer	AMPLIFIER - KRAMER	PA-240Z	1	September 7, 2025
15	Kramer	AMPLIFIER - KRAMER		1	September 7, 2025
16	Kramer	AMPLIFIER - KRAMER	PA-120-Z	1	
17	Kramer	AMPLIFIER 240 w - KRAMER		1	
18	Kramer	AMPLIFIER 240 w- KRAMER		1	November 2, 2026
19	Bosch	BOSCH CONTROL UNIT	CCSE-CU-BLACK	1	
20	Bosch	BOSCH CONTROL UNIT	CCSE-CU-BLACK	1	
21	Bosch	BOSCH GOSENECK MICROPHONE	CCSE-DL-BLACK	9	
22	Bosch	BOSCH GOSENECK MICROPHONE	CCSE-DL-BLACK	9	
23	Clock Audio	BOUNDARY LAYER MICROPHONE	CLOCK AUDIO	25	September 7, 2025
24	Clock Audio	BOUNDARY LAYER MICROPHONE	CLOCK AUDIO	17	September 7, 2025
25	Clock Audio	BOUNDARY LAYER MICROPHONE	CLOCK AUDIO	17	September 7, 2025
26	Kramer	CELLING SPEAKER - KRAMER	GAIL 6C	4	September 7, 2025
27	Kramer	CELLING SPEAKER - KRAMER		3	September 7, 2025
28	Kramer	CELLING SPEAKER - KRAMER	GAIL-6C	3	
29	Kramer	CELLING SPEAKER - KRAMER		3	
30	Kramer	CELLING SPEAKER - KRAMER		3	
31	Earthport	CONTROL UNIT FOR MICROPHONE	EARTH PORT	4	September 7, 2025
32	Earthport	CONTROL UNIT FOR MICROPHONE	EARTH PORT	3	September 7, 2025
33	Earthport	CONTROL UNIT FOR MICROPHONE	EARTH PORT	3	September 7, 2025
34	Kramer	DSP - KRAMER	DSP-62-AEC	1	September 7, 2025
35	Kramer	DSP - KRAMER		1	September 7, 2025
36	Kramer	DSP - KRAMER	DSP-62-AEC	1	
37	Kramer	DSP - KRAMER		1	November 2, 2026
38	Kramer	DSP - KRAMER		1	
39	Kramer	HDBT SYSTEM - KRAMER	TP580R	4	September 7, 2025
40	Kramer	HDBT SYSTEM - KRAMER		4	November 2, 2026
41	Kramer	HDBT SYSTEM - KRAMER		4	
42	LG	LED TV 108CM	43LW342C-TA	1	



43	SONY	LED TV 108CM	KLV-43W772E	1	
44	SONY	LED TV 108CM	KLV-43W772E	1	
45	LG	LG FLATRON (84") LED	84WS70MS	1	
46	Hogar	LIGHT AUTOMATION - CONTROLLER - HOGAR		1	
47	Hogar	LIGHT AUTOMATION - TOUCH SWITCH - HOGAR		1	
48	Hogar	LIGHT AUTOMATION - WIFI CONTROLLER - HOGAR		1	
49	Kramer	ROOM CONTROLLER - KRAMER	(SL-240C)	1	September 7, 2025
50	SAMSUNG	SAMSUNG BV01	PS50A450P1MXL	1	
51		SWITCH - NETWORK		1	
52	Kramer	SWITCHER - KRAMER	VS-44DT	1	September 7, 2025
53	Kramer	SWITCHER - KRAMER		1	September 7, 2025
54	Kramer	SWITCHER - KRAMER	VS-44DT	1	September 7, 2025
55	Kramer	SWITCHER - KRAMER		1	November 2, 2026
56	Kramer	SWITCHER - KRAMER		1	November 2, 2026
57	Lumnes	VIDEO CONFRECING CAMERA	VC-A61P	1	September 7, 2025
58	Lumnes	VIDEO CONFRECING CAMERA		1	September 7, 2025
59	Lumnes	VIDEO CONFRECING CAMERA		1	November 2, 2026
60	Lumnes	VIDEO CONFRECING CAMERA		1	November 2, 2026
61		WIFI ROUTER	TP LINK GIGABYTE ROUTER	2	
62	Studio Master	WIRELESS MICROPHONE SYSTEM - STUDIO MASTER		1	
63	Studio Master	WIRELESS MICROPHONE SYSTEM - STUDIP MASTER		1	
64	Studio Master	WIRELESS MICROPHONE SYSTEM - STUDIP MASTER		1	
65	Studio Master	WIRELESS MICROPHONE SYSTEM - STUDIP MASTER		1	
66	Kramer	Wireless System - kramer	VIA CAMPUS 2 PLUS	1	September 7, 2025
67	Kramer	Wireless System - kramer		1	September 7, 2025
68	Kramer	WIRELESS SYSTEM - KRAMER	VIA CAMPUS 2 PLUS	1	September 7, 2025



Form AA

Check List of documents enclosed with RFP

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



Form A Format for Eligibility Evaluation

<u>Sr.</u>	<u>Condition</u>	<u>Eligible</u>	<u>Documents</u>
<u>1</u>	The bidder should have a minimum average annual turnover of at least Rs.50lacs of the last three (3) years i.e. FY 2021-22, 2022-23 and 2023-24. Supporting the fact, the bidder should furnish Audited annual reports for FY 2021-22, 2022-23 and 2023-24.		Balance Sheet, P&L and CA Certificate Clearly Mentioning Turnover of the Firm.
<u>2</u>	Bidder must have a positive Net Worth for the last for financial year of FY 2021-22, 2022-23 and 2023-24. Supporting the fact, the bidder should furnish Audited annual reports for FY 2021-22, 2022-23 and 2023-24.		Balance Sheet, P&L and CA Certificate Clearly Mentioning Net worth of the Firm.
<u>3</u>	Experience of supplying and installing of AV system, Board room Client minimum three orders having total value of Rs. 25 Lakhs or 2 order for AMC with total value of Rs. 10 Lakhs per order		Completion Certificate / Client Certificate / Email from Client.
<u>4</u>	The Bidder or its directors have not been blacklisted by any Government/Government Organization during the last 3 years from the date of uploading of RFQ. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.		Declaration as per Annexure - D



Form B Status of Bidder

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

Signature and Stamp of the Bidder



Form C Turnover and Net worth

1. Turnover and Net Worth

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

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

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

1.3 Average Turnover of Rs. _____

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

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

Signature and Stamp of the Bidder



Form D Declaration

(On letter head of the Bidder)

DATE:

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

Dear Sir,

I/we here by solemnly declare that

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

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

Yours faithfully,

Signature and Stamp of the Bidder



Form E Format for Affidavit

A F F I D A V I T

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

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

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

SIGNATURE OF THE BIDDER
WITH SEAL

Dated



Form F Undertaking of Indemnity

(On Letter head of the Bidder)

To,

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

Dear Sir,

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

Yours faithfully,

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



Form G Format of Price Bid (To be submitted online ONLY)

Price Bid A : CAMC

Sr	Item	Qty	First Year	Second Year	Third Year	Total
			Charges for total line item	Charges for total line item	Charges for total line item	(Excl. GST) (A+B+C)
			A	B	C	D
01	15.6 INCH TOUCH DISPLAY VIEWSONIC	1				
02	7 INCH TOUCH TABLET - KRAMER	1				
03	75 INCH SONY TV	6				
04	85 INCH SONY TV	1				
05	86 INCH INTRACTIVE DISPLAY	2				
06	86 INCH TOUCH DISPLAY - VIEWSONIC	1				
07	98 INCTRACTIVE DISPLAY	1				
08	AMPLIFIER - KRAMER	3				
09	AMPLIFIER 240 w - KRAMER	2				
10	BOSCH CONTROL UNIT	2				
11	BOSCH GOSENECK MICROPHONE	18				
12	BOUNDARY LAYER MICROPHONE	59				
13	CELLING SPEAKER - KRAMER	16				
14	CONTROL UNIT FOR MICROPHONE	10				
15	DSP – KRAMER	5				
16	HDBT SYSTEM - KRAMER	12				
17	LED TV 108CM	3				
18	LG FLATRON (84") LED	1				
19	LIGHT AUTOMATION - CONTROLLER - HOGAR	1				
20	LIGHT AUTOMATION - TOUCH SWITCH - HOGAR	1				
21	LIGHT AUTOMATION - WIFI CONTROLLER - HOGAR	1				
22	ROOM CONTROLLER - KRAMER	1				
23	SAMSUNG BV01	1				
24	SWITCH - NETWORK	1				
25	SWITCHER - KRAMER	5				
26	VIDEO CONFRECING CAMERA	5				
27	WIFI ROUTER	2				
28	WIRELESS MICROPHONE SYSTEM - STUDIO MASTER	4				
29	Wireless System – KRAMER VIA Campus 2	3				
Sub Total (A)						

Note: Bidder to quote the total rate for the quantity mentioned in the price bid . unit rate will be derived by dividing with quantity mentioned in the table A.

Price Bid B : ARC for 3 years

Sr	Item	Unit	Qty	Rate	Total (Excl. GST)
1	SITC OF USB 3 Mtr CABLE	NOS	5		
2	SITC OF USB 5 Mtr CABLE	NOS	5		
3	SITC OF USB 10 Mtr CABLE	NOS	5		
4	SITC OF CAT 6 1 Mtr Length Cable	MTR	5		
5	SITC OF Speaker Cable 1 Mtr Length	MTR	5		
6	SITC OF Audio Cable 1 Mtr Length	MTR	5		
7	SITC OF HDMI 3 FT	FEET	5		
8	SITC OF HDMI 6 FT	FEET	5		
9	SITC OF HDMI 10 FT	FEET	5		
10	SITC OF HDMI 15 FT	FEET	5		
11	SITC OF HDMI 25 FT	FEET	5		
12	SITC OF HDMI 30 FT	FEET	5		
Sub Total (B)					

Note: The Quantities mentioned for SITC of the accessories / Cables are for evaluation purpose only. Actual quantity procured will be billed and paid.



Form H Format for Bank Guarantee

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

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

..... (Name of the Bank)
Address.....
Guarantee No.....
A/C Messrs..... (Name of Bidder)
Date of Expiry.....
Limit to liability (currency & amount).....
Invitation For RFP No..... Dated.....(bidding document)
For..... (Name of Facilities)
Subject: Earnest Money Deposit Bank Guarantee.
Date.....20

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

Dear Sir,

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

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

1. We the _____ (Name of Bank) hereinafter referred to as "Bank" having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the

terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

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



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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For _____ (Name of the Bank)

Yours faithfully

For.....

(Name of the Bank)

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

Gujarat Mineral Development Corporation Limited (GMDC)

132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad.

Bank Name: ICICI Bank Ltd IFS Code: ICIC0000024

UIC GMDC530265584 for Field 7037 MT760