



# **Gujarat Mineral Development Corporation Limited**

## **Request for Proposal**

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### **Appointment of Consultant for PPA Re-negotiation/Re-vision for 2X125 MW Akrimota Thermal Power Station (ATPS)**

**RFP Number GMDC/ATPS-PPA-05/21-22**

**General Manager (Power)  
Gujarat Mineral Development Corporation Ltd.  
(A Govt. Of Gujarat Enterprise)**

**CIN : L14100GJ1963SGC001206, GST : 24AAACG7987P1ZT**

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## **RFP NOTICE**

### **RFP Number GMDC/ATPS-PPA-05/21-22**

<b>Brief Description of work</b>	<p>Appointment of consultant for PPA re-negotiation / re-vision with GUVNL for 2x125 mw Akrimota thermal power station (ATPS).</p> <p>The scope of works includes assessment preparation &amp; analysis for PPA re-negotiation/re-visit and Liaising with GUVNL, Committee, other bodies etc. for ATPS viable operation.</p>
<b>Period of contract</b>	6 Months
<b>Estimated Contract Value</b>	Rs.25, 00,000 (Rupees Twenty Five Lakhs Only) excluding GST.
<b>Availability of RFP</b>	<p>RFP shall be floated on the GMDC website (<a href="http://www.gmdcltd.com">www.gmdcltd.com</a>) and nprocure portal (<a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a>).</p> <p>Bids shall be required to be submitted online on the nprocure portal (<a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a>).</p>
<b>EMD (Earnest Money Deposit)</b>	<p>Rs. 75,000(Rupees Seventy Five Thousand only) in any one of following form</p> <ul style="list-style-type: none"> <li>➤ DD in favor of GMDC Ltd. Payable at Ahmedabad.</li> <li>➤ Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.</li> <li>➤ 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 is annexed at Annexure-B for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.</li> </ul> <p><i>Relaxation in terms of submission of EMD shall be given to the consultant who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</i></p>
<b>RFP Processing Fee</b>	<p>Rs. 5000/- (Five Thousand only) plus GST @ 18% aggregating to Rs.5,900/- payable by Demand Draft/ Pay Order drawn in favor of “GMDC Ltd.” Payable at Ahmedabad.</p> <p><i>Relaxation in terms of submission of RFP Processing Fee shall be given to the consultant who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</i></p>

<b>Commencement of RFP</b>	20 <sup>th</sup> July 2021
<b>Last date of submission of written request for clarification for pre-bid.</b>	27 <sup>th</sup> July 2021 up to 18.00 Hours
<b>Pre Bid Meeting</b>	Pre-Bid Meeting will be held on 30 <sup>th</sup> July 2021 at 12.00 Hours. Venue of pre-bid meeting will be Corporate Office, GMDC, Ahmedabad (Gujarat). Maximum two members per consultant will be allowed for the Pre-Bid meeting.
<b>Last date of submission of bid through online</b>	12 <sup>th</sup> August 2021 up to 18.00 Hours
<b>Last date of submission of physical documents i.e. EMD, RFP Fee etc.</b>	12 <sup>th</sup> August 2021 up to 18.00 Hours at Corporate Office, GMDC Ahmedabad
<b>Date for online opening of preliminary bid.</b>	12 <sup>th</sup> August 2021 at 18.30 Hours
<b>General and Important Terms and Conditions</b>	<ol style="list-style-type: none"> <li>1. 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 Consultants as the case may be.</li> <li>2. The Consultants are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.</li> <li>3. 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 Consultants 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.</li> <li>4. GMDC reserves the rights to modify or alter any Condition of the RFP.</li> <li>5. The Consultants are advised to submit their price bid online on <a href="https://www.gmdc.nprocure.comonly">https://www.gmdc.nprocure.comonly</a>. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.</li> <li>6. Failure to submit bid online in stipulated time due to any reason whatsoever by any Consultant 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 back to the Consultant without opening the same. GMDC reserves the right to take suitable decision in this regard.</li> </ol>

## **1. Purpose of the Document**

The Request For Proposal Document (this document) floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is for appointment of consultant for PPA amendment assignment for 2x125 mw Akrimota thermal power station (ATPS). The scope of works includes assessment preparation & analysis for PPA re-negotiation/re-visit and liaising with GUVNL, Committee, other bodies etc. for ATPS viable operation.

## **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, Godsar, Bhanvad, Bada, Varvada, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

## **3. About ATPS**

GMDC has 2\*125 MW Thermal Power Project called ATPS. Both the units have been in commercial operation since March, 2005. It is getting Lignite from its own mines located at Mata no Madh and Umarsar. The water requirement for the power plant is taken from the nearest Kori Creek through a 1.4 KM long sea water intake channel. The CFBC boiler is used here as it is environment friendly and controls sulphur in the flue gas emission. A 100 metre thick green belt surrounds the entire site. The state of the art technology DCS has been used.

## **4. General Instructions to Consultant**

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

### **4.1 Cost of Bidding**

The Consultant 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 Consultant 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 Consultant'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 Consultant.

#### **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 Consultant, modify the RFP Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the RFP document would be displayed on GMDC Web Site and all such amendments shall be binding on the Consultant 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 Consultant 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 (Power)  
Gujarat Mineral Development Corporation Ltd.  
Khanij Bhavan, 132' Ring Road, University Ground,  
Vastrapur, Ahmedabad 380 052  
☎EPABX :079-27913501, 27913200Extn.No :1760  
E-mail : power@gmdcltd.com , jndave@gmdcltd.co.in

#### **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 Consultant would also be in English Language. Supporting Documents and Printed Literature furnished by the Consultant 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 Consultant or any obligation to inform the affected Consortium 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 Consultant'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 Consultant shall be unconditional.

**4.10 Sub Contract**

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

**4.11 Consortium / Joint Venture**

Consortium / Joint Venture are not allowed.

**4.12 Change in Law**

Nothing in this contract shall entitle the Consultant 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 Consultant 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.



**4.13 Interpretation**

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

**4.14 Acceptance of All the Terms and Conditions**

The Consultant should submit the declaration regarding unconditional acceptance of all the terms and conditions of the RFP document including Annexure and corrigendum if any as per FORM M provided in the RFP Document.

**4.15 Declaration**

The Consultant should give a declaration that it has not enclosed any conditional offer as per the format provided in FORM L of the RFP Document.

**4.16** GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC.**4.17** The Successful consultant shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.**5. RFP Processing Fee**

The RFP Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs. 5000/- plus GST @ 18% (Rs. 900) aggregating Rs 5,900/- (Five Thousands and Nine Hundred only) 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 consultant who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.***

## 6. Earnest Money Deposit

A non-interest bearing Earnest Money Deposit of Rs. 75,000 (Rupees Seventy Five Thousand only) in any one of following form

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

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 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 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 is annexed at annexure “B” for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.

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

## 7. Security Deposit

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

**7.2** The successful consultant shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) at within 7 days from the date of receipt of LOI in any one of following form

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

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 12 (Twelve 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 is annexed at annexure “B” for approved bank). It should be valid for a period of not less 12 (Twelve Months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

7.3 It shall be refunded to the Successful consultant, within a period of six months after satisfactory completion of the work and fulfillment of all the terms and conditions of the contract.

7.4 The SD deposited by the Successful consultant may be forfeited if the successful consultant fails to commence of the work within 10 days of acceptance of Letter of Intent.

7.5 Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC.

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

7.6.1 If the successful consultant or its employees causes any damage or destroy any property belonging to GMDC.

7.6.2 The shortfall amount of all compensations, penalties and other sums of money payable by the successful consultant or recoveries to be made under the terms of this contract which is due but not paid by the successful consultant in full, etc.

7.6.3 Any other dues on account of statutory compliance.

## **8. Procedure for Submission of the Bid**

8.1 Offers prepared in accordance with the procedures enumerated below.

8.2 Bid should be submitted **online** at [www.nprocure.com](http://www.nprocure.com) on or before the last date and time as prescribed in this RFP.

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

8.3.1 Pre qualification bid (Details of EMD and RFP Fee),

8.3.2 Eligibility and Technical Bid

8.3.3 Price Bid.

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

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

8.6 Documents should be submitted as per check list given in form "A" through 'off-line' in the sealed cover super-scribed as "Technical Bid for RFP Number GMDC/ATPS-PPA-05/21-22 and Name of work: "Appointment of consultant for PPA re-negotiation / re-vision with GUVNL for 2x125 mw Akrimota thermal power station (ATPS)..". Bids must be submitted as per the schedule (date & time) indicated in RFP notice.

## **9. Eligibility and Qualification Criteria of Consultant**

### **9.1 Experience**

**9.1.1** The Consultants should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of March 2021 (i.e. period from 01.04.2014 to 31.03.2021)

A. Three similar completed works each having amount of Rs 10, 00,000/-(Ten Lakhs Only) during last 7 (seven) years.

**OR**

B. Two similar completed works each having amount of Rs 12, 50,000/-(Twelve Lakhs and Fifty Thousand Only) or more during last 7 (seven) years.

**OR**

C. One similar completed work having amount of Rs20, 00,000/- (Twenty Lakhs only) or more during last 7 (seven) years.

Similar works means the Consultants should have experience having carried out consultancy service either of PPA amendment, Truing up Application, Mid-Term Review Application for Thermal Power Plant and carried out under the single LOI/Work

### **9.2 Financial**

**9.2.1** Consultant must have a positive Net Worth for last three financial years i.e. 2017-18, 2018-19 and 2019- 20.

**9.2.2** Consultant must have a Minimum Average Annual Turnover of Rs 1 Crore (One Crore only) during last three financial years for financial year of 2017-18, 2018-19 and 2019- 20.

**9.2.3** A certificate from Chartered Accountant regarding Financial capacity shall be submitted as per format provided in FORM I of the RFP Document.

### **9.3 Blacklisting of the Consultant**

The Consultant or its directors have not been blacklisted by any Government Organization, nor should any litigation be pending against any of them. The Consultant will submit a declaration to this effect as per the format provided in FORM G of the RFP Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

## 10.Scope of Work

The Main areas and features to be undertaken by the consultant for ATPS PPA Amendment shall be the following:

### 10.1 Support to GMDC for representation to GUVNL

- 10.1.1 Study and Review of existing PPA signed between GMDC and GUVNL/GEB.
- 10.1.2 Review the techno commercial performance of Akrimota Thermal Power Plant (ATPS) so far and projection of the performance parameters for the future considering the existing PPA parameters.
- 10.1.3 Collection, compiling and collating the required data of GMDC for preparation, finalization and filling in accordance with the requirements of prevailing Tariff Regulations of Gujarat Electricity Regulatory Commission – GERC as amended from time to time.
- 10.1.4 Identifying scope for amendment / revision of PPA.
- 10.1.5 Assistance in preparation of the filing seeking amendment in PPA for filing with GUVNL regarding removal of difficulties in the matter of fixed cost & variable cost (Energy Charges) recovery for 2x125 MW ATPS.
- 10.1.6 Understand the issues of GMDC affecting the tariff as per PPA & Supplementary PPA.
- 10.1.7 Study/ Review past documents/ correspondences related to tariff matters by GMDC before GUVNL & / GOG.
- 10.1.8 Identify the deviations required w.r.t. applicable latest SBD for Long Term PPA.
- 10.1.9 Identify the rationale of deviations and the impact due to these deviations in the PPAs.
- 10.1.10 Comparison of operational parameters of similar operative plant along with tariff.
- 10.1.11 Specify the required amendment for rationalizing and updating the PPA to safeguard GMDC's interest.
- 10.1.12 Preparation of representation to be submitted to GUVNL seeking Amendment to PPA.
- 10.1.13 Legal/ Technical vetting of the necessary document to validate opinions expressed by GUVNL as and where required.
- 10.1.14 Preparation of backup data/information required to justify the proposals.
- 10.1.15 Analysis and Validate the data on behalf of GMDC before the GUVNL as and when required.
- 10.1.16 Timely response in form of replies / clarification to various queries raised by the GUVNL, various stakeholders and other objectors.
- 10.1.17 Assistance in fulfillment of data gaps as highlighted by GUVNL.

**10.1.18** Analysis of the relevant GERC Order and submission of the same to GUVNL for consideration.

**10.1.19** Assistance in replying to the objections raised by GUVNL.

**10.1.20** To make presentation before GMDC, GUVNL, Government of Gujarat or Hon'ble Commission and any other office / forum as and when required.

**10.1.21** To attend public hearing and reply to the objections/suggestions received on the petitions.

**10.1.22** Any other work incidental to the filling and approval of PPA Amendment.

**10.1.23** Analysis / examination of PPA Amendment for apprising GUVNL and its subsidiary companies regarding financial and other implications of the order of Commission.

**10.1.24** The successful consultant shall depute minimum two qualified and experienced personnel of the required field at GMDC office / work from remote office as per work requirement and as asked from GMDC management.

## **10.2 Representation to Mutually agreed committee**

**10.2.1** Assistance in preparation of Representation Note for submission to Committee.

**10.2.2** Assistance in representation to the Committee and compliance of queries raised by the Committee with necessary inputs from GMDC.

**10.2.3** Assistance in preparation of additional analysis based on directions from the Committee.

## **10.3 Representation to Empowered Committee or Regulatory Commission (GERC)**

**10.3.1** Assistance in preparation of Representation Note / Petition for submission to Committee/ GERC.

**10.3.2** Assistance in representation to the Committee / GERC and compliance to queries raised by the authorities with necessary inputs from GMDC.

**10.3.3** Assistance in preparation of additional analysis based on directions from the Committee/ GERC.

Above are the indicative scope of works, consultant has to take all required work for ATPS PPA amendment for viable operation.

## 11.Deliverables

Deliverable	From the date of issue of letter of Intent in favor of the successful consultant
Submission of final amendment in PPA application to GUVNL.	Within three weeks.
Submission of presentation and/ or reply of queries received from GUVNL /Committees/ Commission etc	Within one week after receiving the instructions for GMDC
In case of inordinate delays in the execution of the assignment beyond the estimated timeline of six months for reasons not attributable to the Consultant, GMDC and the Consultant will mutually agree to a reasonable sum payable in addition to the fees stated in this Work Order.	

## 12.Liquidated Damages (LD)

- 12.1** For any delays attributable to the Consultant beyond the scheduled period of completion of the entire work as per the agreed completion schedule, the successful consultant shall pay to GMDC liquidated damages at the rate of 0.5% of contract value per week subject to maximum 5% of contract value.
- 12.2** Maximum applicable Liquidated Damages: The upper ceiling for total liquidated damages for delay shall be maximum 5% of the Contract Price.
- 12.3** The said right of the GMDC to levy damages on account of delay shall be without prejudice to and in addition to the right of the Company to get the concerned work done from a third party at the complete risk and cost of the Consultant.
- 12.4** For calculation of LD, date of issue of LOI shall be the reference date.

## 13.Goods & Service Tax

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

## 14. Payment Terms

### 14.1

Sr. No	Milestone for Works	Amount
1	Advance after submission of security deposit.	10% of the total cost
2	After submission of Draft amendment in PPA application to GMDC	20% of the total cost
3	After submission of Final amendment in PPA application to GMDC	20% of the total cost
4	After final communication from GUVNL / Mutually Agreed Committee / Empowered Committee or Regulatory Commission (GERC) on amendment in PPA application	20% of the total cost
5	After amendment in PPA with GUVNL.	30% of the total cost

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

**14.2.1** Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time.

**14.2.2** Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.

**14.2.3** Liquidated damages,

**14.2.4** Other deductions, if any.

**14.3** In case of inordinate delays in the execution of the assignment beyond the estimated timeline of six months for reasons not attributable to the Consultant, GMDC and the Consultant will mutually agree to a reasonable sum payable in addition to the fees stated in this Work Order.



## 15. Evaluation of Bids

**15.1** The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses.

**15.2** The Bid evaluation shall be first on Technical Score of max 100, based on various scoring criteria outlined as per following Table.

Sr. No.	Particulars	Parameters.	Maximum Marks	Criteria for assigning Score
1.	Consultant Existence as on 31 <sup>st</sup> March 2021 in completed years	> 15 Years	10	10
		> 12 Years		6
		> 09 Years		4
		>= 06 Years		2
2.	Consultant Turn Over in Lakhs for the FY 2019-2020.	> 5 Crore	15	15
		> 4 Crore		10
		> 3 Crore		6
		> 2 Crore		4
3.	Consultant's Experience in either of PPA amendment, Truing up Application, Mid-Term Review Last 7 Years ending on last day of March 2021, which are under operation /execution.	>20 orders	20	20
		>10 orders		15
		>5 Orders		10
4.	Consultant's Experience in either of PPA amendment, Truing up Application, Mid-Term Review Last 7 Years ending on last day of March 2021 for State PSU/Govt. Agency in India	>8 Orders	25	25
		>5 Orders		15
		> 2 Orders		5
5.	Presentation Before Evaluation Committee of GMDC	Company Profile, Local Presence, Major clients/project	30	6
		Past Experience		6
		Solution proposed		6
		Work Plan approach & proposed methodology		6
		Adequacy and Quality of Resources proposed for Deployment		6

- 15.3** GMDC will examine the Bid to determine whether the bid is complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.
- 15.4** In no case, a Consultant shall have the right to claim to be the Successful Consultant for its Bid.
- 15.5** Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.
- 15.6** Selection of successful consultant shall be done as below:
- 15.6.1** Technical bids will be opened after verification of receipt of payment towards RFP Fee and EMD.
- 15.6.2** After, meeting Eligibility Criteria (PQR), Responsiveness, Preliminary scrutiny of the Bid, the Technical Bid Evaluation shall be carried out.
- 15.6.3** Technical Proposal will be evaluated for eligibility on the basis of Consultant's experience, presentation and financial capability. Scoring of Technical Proposals would be done only for the Eligible Consultants.
- 15.6.4** A minimum of 60 marks out of 100 should be scored in the Technical Evaluation for the bid to be declared technically qualified.
- 15.6.5** All technical qualified consultants shall be ranked from highest to lowest on the basis of their Technical Score (TS).
- 15.6.6** The Financial Bids of only those consultants who have obtained a technical score of 60 or more shall be opened.
- 15.6.7** The financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, qualified and unconditional.
- 15.6.8** The lowest financial proposal (LFP) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows:  
$$FS = 100 \times LFP/F;$$
  
Wherein, F = Amount of Financial Proposal of the Consultant  
LFP = Lowest financial proposal
- 15.6.9** Final Evaluation Proposals will finally be ranked according to their Technical Score (TS) and Financial Scores (FS) as bellow:  
$$CS = \text{Technical Score(TS)} \times 0.70 + \text{Financial Score (FS)} \times 0.30$$
  
Where CS is the combined score.
- 15.6.10** The contract will be awarded to the consultant who scores highest (H1) in Combined Score (CS).

## **15.7 Negotiation**

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

## **15.8 Acceptance of Offer**

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

**15.8.2** The Successful consultant shall have to submit the Security Deposit with 7 days from the date of acceptance of LOI. The Successful consultant 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.

**15.8.3** The successful consultant, 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 Contractor) in token of acceptance of the terms and conditions of the contract, within 30 days from date of commencement of the work.

## **16. Intellectual Property Rights (IPR)**

Confidentiality of Data and Documents: All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the GMDC. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of GMDC

## **17. Statutory Obligations**

**17.1** 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 consultant for which GMDC will not be responsible for any compensation.

**17.2** That the Successful Consultant would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.

- 17.3** The Successful consultant 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.
- 17.4** The Successful consultant shall comply with other statutory provisions of Law. The Successful consultant shall comply with all applicable laws, ordinances, approved standards, rules and regulations

## **18. Notice**

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

## **19. Canvassing Not Permitted**

- 19.1** Consultant should not canvass their offer personally or otherwise by approaching the Chairman or the Member of GMDC. If any Consultant wants to make any representation regarding his offer, he should write to the General Manager (Power), if he desires, but personal and oral representations are not permitted.
- 19.2** In spite of the above clear instructions, any Consultant is found to canvass his offer or against his competitor's offer through personal approach to the competent authority or the officials of GMDC, their offer will be rejected without assigning any reason and the firm even is black listed.

## **20. Bankruptcy**

If the Successful consultant 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 consultant. The power and provision so reserved to GMDC on taking of the work out of the Successful consultant's hands shall apply as far as they may be when the contract is so terminated.

## **21.Termination Of Contract**

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

## **22.Governing Law**

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

## **23.Arbitration**

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

## **24.Jurisdiction**

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

## **25.Non Fulfillment of Terms And Condition of The Contract**

- 25.1** If the Successful consultant 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 consultant. This however, shall not absolve the Successful consultant 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 consultant and the Successful consultant shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- 25.2** Likewise, if the Successful consultant 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 consultant 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 consultant.

- 25.3** For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful consultant and without incurring any responsibility. For such cases, Successful consultant shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

## **26.Foreclosure**

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

## **27.Force Majeure**

- 27.1** Force majeure is herein defined as any cause which is beyond the control of the Successful consultant 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:
- 27.2** Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- 27.3** 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.
- 27.4** The Successful consultant 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.
- 27.5** For delay arising out of Force Majeure, the Successful consultant 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 consultant 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.
- 27.6** If any of the Force Majeure conditions exists in the place of operation of the Successful consultant 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.

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**27.7** The Successful consultant of 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 given though such cause any occur after Successful consultant's performance of his obligations has been delayed for other causes.

**Annexure "A"**

**Instruction To Consultants For Online RFPing**

1. All Consultants must submit their bid online through the website <https://gmdc.nprocure.com>
2. Consultants 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. Consultants can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
3. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

**(n)Procure Cell**

**(n)Code solutions A division of GNFC**

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

**Tel: +91 26857316/17/18 Fax: +91 79 26857321, Toll Free: 1800-233-1010**

**E-mail : [nprocure@gnfc.net](mailto:nprocure@gnfc.net)**

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

**a. GMDC:**

Contact Person: General Manager (Power)

Contact numbers: 079-27913200/3501 Ext No 1760

E-Mail: [power@gmdcltd.com](mailto:power@gmdcltd.com); [jndave@gmdcltd.co.in](mailto:jndave@gmdcltd.co.in)

**b. GNFC:**

Contact Number: 079- 26857316/17/18

E-Mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net)



**Annexure "B"**

**Annexure I.**

**Finance Department, GR. No.: EMD/10/2021/7729/DMO**

**Date: 12/04/2021**

(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, 2022. 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.

- ❖ The Mehsana Urban Co-operative bank Limited
- ❖ Ahmedabad Mercantile Co-Operative Bank Limited
- ❖ Nutan Nagrik Sahakari Bank Limited
- ❖ Kalapur Commercial Co-Operative Bank Limited
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagrik Sahakari Bank Limited
- ❖ The Gujarat State Co-Operative Bank
- ❖ Saraswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank

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

  
(S. Chhakchhuak)  
Additional Secretary (B)

## FORM - A

### CHECK LIST OF DOCUMENTS ENCLOSED WITH RFP

#### TECHNICAL BID

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
1.	RFP Processing Fee	Yes/No
2.	EMD	Yes / No
3.	<b>FORM-A</b> (check list of documents enclosed with RFP)	Yes / No
4.	<b>FORM-B</b> (Status of the Consultant)	Yes / No
5.	<b>FORM-C-1</b> (Details of work carried out during the last seven years by the Consultant)	Yes / No
6.	<b>FORM C-2</b> (Details of work carried out should be provided as per FORM C-2 provided in the RFP Document)	Yes / No
7.	<b>FORM C-3</b> (Details of Consultant as per the format provided in <b>Form C-3</b> of the RFP Document)	Yes / No
8.	Declaration of not Black listed as per the format provided in <b>Form G</b> of the RFP Document	Yes / No
9.	Undertaking of Genuineness of Document as per format provided in <b>FORM H</b> of the RFP Document	Yes / No
10.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in <b>FORM I</b> of the RFP Document	Yes / No
11.	Undertaking of Indemnity as per format provided in <b>FORM J</b> of the RFP Document.	Yes / No
12.	Declaration of unconditional offer as per format provided in <b>FORM L</b> of the RFP Document.	Yes / No
13.	Declaration regarding unconditional acceptance of all the terms and conditions of the RFP documents per format provided in <b>FORM M</b> of the RFP Document	Yes / No
14.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No

#### Technical Bid

1	Online Technical bid submission as per format 'BB'	Yes / No
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#### Price Bid

1	Online Price bid submission as per format 'AA'	Yes / No
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## FORM - B

### STATUS OF THE CONSULTANT

Particulars	Details
Name of the Consultant:	
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 Consultant	
GST Registration No. of Consultant	
PF Registration No.	

## Form –C-1

### Details of Work Carried Out During the Last Seven Years by the Consultant

(Details to be submitted in line of Experience submitted in Form- C2)

Sr. No.	Description of work with Work place	Name of client with postal address	Period		Actual Quantity worked	Work experience certificate attached
			From (Date)	To (Date)		
						Yes/No
						Yes/No
						Yes/No
						Yes/No

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

## Form - C-2

### Details of Work Carried Out During the Last Seven Years

By The Consultant In Below Format In Addition To The Details Submitted In The Form-C-1:

Consultant	Amount of single Work order in lakhs INR						
	Year 1 (Period)	Year2 (Period)	Year 3 (Period)	Year 4 (Period)	Year 5 (Period)	Year 6 (Period)	Year 7 (Period)

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



**FORM – C 3**

**DETAILS OF CONSULTANT**

Particulars	
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.	

**FORM G**  
**Declaration**

(On letter head of the Consultant)

FROM:

DATE:

To,

The General Manager (Power),  
Gujarat Mineral Development GMDC Ltd.,  
“KhanijBhavan”, 132 ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad-380015

Dear Sir,

I/we here by solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/GMDC have not been black listed by the Central Govt. or the State Govt. or its undertakings.

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 Consultant

**Form H  
(Format for Affidavit)**

**A F F I D A V I T**

**Undertaking Regarding Geniuses 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 CONSULTANT  
WITH SEAL**

Dated .....



**Form I**

**Certificate of Net Worth and Turnover**

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. Net Worth= Rs. \_\_\_\_\_ for the Year 2017-18  
Rs. \_\_\_\_\_ for the Year 2018-19  
Rs. \_\_\_\_\_ for the Year 2019-20
2. Turn Over = Rs. \_\_\_\_\_ for the Year 2017-18  
Rs. \_\_\_\_\_ for the Year 2018-19  
Rs. \_\_\_\_\_ for the Year 2019-20

Average Turnover of Rs. \_\_\_\_\_

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

## Form J

### Undertaking Of Indemnity (On Letter head of the Consultant)

To,

The General Manager (Power)  
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 Consultant/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 Consultant)

**Form L**

**Declaration of Unconditional Offer**  
(On letter head of the Consultant)

We \_\_\_\_\_ hereby declare that we have not put any condition in our offer with respect to RFP No. \_\_\_\_\_,

**SIGNATURE OF THE CONSULTANT WITH SEAL.**

Dated .....

**Form M**

**Declaration Regarding Unconditional Acceptance**  
**Of All the Terms and Conditions of the RFP Document**

We \_\_\_\_\_ hereby declare that we accept all the terms and conditions, including Annexure, Corrigendum if any, as specified in the RFP Document No. \_\_\_\_\_ unconditionally.

**SIGNATURE OF THE CONSULTANT WITH SEAL.**

Dated .....

**Form AA****Format of Price Bid****(To be submitted only online)**

Sr. No	Particulars	Rate in Rs. excluding GST
1	Total cost as per scope given in this RFP documents.	

**Note**

*The above rate is inclusive of all except GST. If GST is applicable, the same shall be reimbursed to the consultant on actual being submitted / remitted to the concerned department against submission of proof. No escalation on any account shall be permitted except variation in diesel price.*

*The consultant is required to quote the rate strictly as per the terms and conditions mentioned in the RFP documents. The conditional RFP will not be entertained and will be rejected. The rate quoted should be inclusive of all items.*

## **Form BB**

### **Format of Technical Bid**

**To be submitted only online)**

Sr. No.	Particulars	Remark	Consultants shall provide the details
1	Consultant Existence as on 31 <sup>st</sup> March 2021 in completed years	Date of incorporation and numbers of years completed up to 31 <sup>st</sup> March 2021. Submit copy of incorporation / any other evidence in physical form.	
2	Consultant Turn Over in Lakhs for the FY 2019-2020.	In Rupees.	
3	Consultant's Experience in either of PPA amendment, Truing up Application, Mid-Term Review Last 7 Years ending on last day of March 2021, which are under operation /execution.	Name of Customer(s) and Order issued date.	
4	Consultant's Experience in either of PPA amendment, Truing up Application, Mid-Term Review Last 7 Years ending on last day of March 2021 for State PSU/Govt. Agency in India	Name of Customer(s) and Order issued date.	

## **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 Tender 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 TenderNo.\_\_\_\_\_ 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 are taken against Bank hereunder be outstanding or unrealized.
7. We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.



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

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully

For \_\_\_\_\_ (Name of the Bank)

Yours faithfully

For.....

(Name of the Bank)