



Gujarat Mineral Development Corporation Limited

Request for Proposal

For

Supply and Commissioning of Printers with Cartridges

At

The Corporate Office and Project Offices of GMDC

RFP Number GMDC/IT/Printers/R02/2023-24

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:tenderit@gmdcltd.com, Website:www.gmdcltd.com

RFP NOTICE

RFP Number GMDC/IT/Printers/R02/2023-24

Brief Description of Work	Supply and commissioning of Printers with additional cartridges at the corporate office and project offices of GMDC with 3 years onsite support. (Second Attempt)		
	Sr. No	Printer Type	Qty
	1.	LaserJet Color Printer with WiFi	39
	2.	LaserJet B/W Multi-Function Auto duplex Printer with DADF / SPDF	39
	3.	Auto Duplex B/W LaserJet Printer	105
	4.	Auto Duplex Network B/W Printer with WiFi	36
	5.	Auto Duplex High Speed B/W Printer	25
	6.	Dot Matrix Printer	22
Period of Contract	3 years from the date of Work Order		
Availability of RFP	<p>RFP shall be floated on the GMDC website (www.gmdcltd.com) and n-procure portal (https://tender.nprocure.com).</p> <p>Bids shall be required to be submitted online on the n- procure portal (https://tender.nprocure.com).</p>		
RFP Processing Fee	<p>Rs 5000. plus GST @ 18% aggregating to Rs 5900. 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 Bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP</i></p>		
EMD (Earnest Money Deposit)	<p>Rs. 5,00,000/-</p> <p>EMD in any of the following forms:</p> <ul style="list-style-type: none"> DD in favor of GMDC LTd. Payable at Ahmedabad. 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 <p><i>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.</i></p>		



Commencement of RFP	05-09-2023
Last date of download of proposal	26-09-2023 up to 18:00 hours
Last date of submission of bid through online	26-09-2023 up to 18:00 hours
Last date of submission of physical documents i.e. EMD, RFP Fee, supporting documents as per annexures, etc.	26-09-2023 up to 18:00 hours at Corporate Office, GMDC Ahmedabad.
Date for Online Opening of preliminary bid	27-09-2023
General and Important Terms and Conditions	<ol style="list-style-type: none">1. 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.2. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFPs shall not be entertained and will be rejected summarily without assigning any reasons whatsoever.3. GMDC may issue corrigendum at any time during the period between the publication of the notice and the submission of bids for the RFP on the website. The bidders in their own interests are advised to visit the website regularly until the last date for submission of the bid. No separate newspaper advertisement will be released for the amendments or corrections.4. GMDC reserves the right to modify or alter any condition of the RFP.5. The bidders shall have to submit their price bid online at https://tender.nprocure.com. Physical price bids shall not be accepted and shall be rejected summarily without assigning any reasons whatsoever.6. Failure to submit a bid online in the stipulated time due to any reason whatsoever by any bidder shall result in disqualification of the bid. In such circumstances, a bid physically submitted along with supporting documents, RFP processing fees, EMD amount, etc. shall not be considered a bid submitted, and the same will be returned to the bidder without opening the same. GMDC reserves the right to take a suitable decision in this regard.

Table of Content

1.	Purpose of the Document	5
2.	About GMDC	5
3.	Location of Work	5
4.	General Instructions to Bidder	6
5.	Statutory Obligations	8
6.	RFP Processing Fee.....	9
7.	Earnest Money Deposit.....	9
8.	Security Deposit	9
9.	Procedure for Submission of the Bid.	10
10.	Eligibility and qualification Criteria of Bidder	11
11.	Scope of Work	12
12.	Delivery & Installation.....	13
13.	Liquidated Damages (LD)	14
14.	Goods & Service Tax.....	14
15.	Payment Terms	15
16.	Canvassing Not Permitted.....	15
17.	Evaluation of Bids.....	15
18.	Acceptance of Offer	15
19.	Notice	16
20.	Bankruptcy	16
21.	Governing Law.....	16
22.	Jurisdiction	17
23.	Arbitration.....	17
24.	Non-fulfillment of Terms and Condition of the Contract.....	17
25.	Foreclosure.....	17
26.	Force Majeure	18
27.	Annexure B.....	22
28.	Annexure C Instruction To Bidders For Online RFP.....	23
29.	Annexure D.....	24
30.	Annexure E	25
31.	PRICE BID	26
32.	Format for Eligibility Evaluation	27
33.	Form C Turnover and Net Worth	28
34.	(Format for Affidavit)	29
35.	Undertaking Of Indemnity (On Letter head of the Bidder).....	30
36.	Format Of Bank Guarantee For Earnest Money Deposit (EMD)	31

1. Purpose of the Document

GMDC invites request for proposal from manufacturers or authorized dealers/distributors for “Supply and Commissioning of Printers with Additional Cartridges at the Corporate Office and Project Offices 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

The work is to be carried out at corporate office, Ahmedabad and at various project sites of GMDC namely, ATPS (Akrimota Thermal Power Station), Mata Na Madh, Umarsar, Bhavnagar, Panandhro, Rajpardi, Tadkeshwar, Gadhsisa, Mevasa (Bhatia), Shivrajpur, Ambaji and Kadipani of the Gujarat state.

Sr.No	Name of the Project and address
1	GMDC Corporate Office, Khanij Bhavan, 132 feet Ring Road, Near Gujarat University ground, Vastrapur, Ahmedabad – 380052.
2	GMDC Akri Mota Thermal Power Station Village: Nani Chher, Taluka: Lakhpat, Dist: Kutch – 370602.
3	GMDC Lignite Project, Panandhro, Village: Panandhro, Post: Panandhro, Taluka: Lakhpat, Dist: Kutch – 370601.
4	GMDC Lignite Project, Mata No Madh, Post: Mata No Madh, Taluka: Nakhatrana, Dist: Kutch – 370625.

5	GMDC Lignite Project, Umarsar Village: Umarsar, Post: Gadhuli, Taluka: Lakhpat, Dist: Kutch – 370627.
6	GMDC Bauxite Project, Gadhsisa, Post: Ghadsisa, Taluka: Mandvi, Dist: Kutch – 370445.
7	GMDC Lignite Project, Rajpardi, Post: Rajpardi, Taluka: Jhagadia, Dist: Bharuch – 393115.
8	GMDC Fluorspar Project, Kadipani, Village: Kadipani, Post: Kadipani, Taluka: Kawant, Dist: Chhota Udepur – 391175.
9	GMDC Lignite Project, Tadkeshwar, Tadkeshwar, Post: Tadkeshwar, Taluka : Mandvi, Dist: Surat – 394170.
10	GMDC Manganese Project, Shivrajpur Village: Shivrajpur, Dist: Panchmahal – 389370.
11	GMDC Bauxite Project, Mevasa Village: Bhatia, Post: Mevasa, Taluka Kalyanpur, Dist: Devbhoomi Dwarka – 360531.
12	GMDC Lignite Project, Bhavnagar Village: Surkha (North), Post: Malpar, Lakhanka Road, Dist Bhavnagar – 364002.
13	GMDC Multimetal Project, Ambaji, District: Banaskantha – 381150.

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 : tenderit@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 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 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 Rs 5000plus GST @ 18% aggregating Rs. 5900 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 5,00,000 in any of the following forms shall be submitted:

- Demand Draft in favour 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 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

- 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 actually 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 for **PRINTERS** value only excluding Goods & Service Tax (GST) within 15 days from the date of receipt of LOI in any one of following form

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

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 42(Forty Two) 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 42 (Forty Two) 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 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 on or before last date of bid submission date and time, these are

9.3.1 Pre-qualification bid (Details of EMD and RFP Fee) (Through Online and Offline)

9.3.2 Technical Bid (Through Offline Only)

9.3.3 Price Bid (Through Online Only)

- 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 "C" for e-submission of the bids online through n-procure.

10. Eligibility and qualification Criteria of Bidder

- 10.1** The bidder shall be a Company Registered under The Companies Act, 1956/2013 for at least Five (5) years as on March 31, 2023 or LLP Act 2008. Copy of registration certificate must be submitted.
- 10.2** The bidder shall have a minimum average annual turnover of at least Rs. 10Crore over the last three (3) years i.e. FY 2019-20, 2020-21 and 2021-22. Supporting the fact the bidder should furnish Audited annual reports for FY 2019-20, 2020-21 and 2021-22.
- 10.3** Bidder must have a positive Net Worth for last three financial year of FY 2019-20, 2020-21 and 2021-22. Supporting the fact the bidder should furnish Audited annual reports for FY 2019-20, 2020-21 and 2021-22.
- 10.4** The bidder shall be the Manufacturer of or authorized dealers/distributors for proposed printers. Bidders participating in the capacity of authorized dealers/distributors shall enclose Manufacturer's Authorization Form (MAF) for selling/distributing the products. (MAF from DMP OEM is Exempted)
- 10.5** The bidder should have at least one registered office in Gujarat state.
- 10.6** The proposed OEM(s) should have at least five authorized service centers within Gujarat state. For DMP Printers OEM should have at least One authorized service centers within Gujarat state.
- 10.7** The bidder should have atleast one project of SITC of Printers costing not less than the Rs. 1 Cr value for Government Department / State PSU / Central PSU/ Financial Institution.
- 10.8** The Bidder or its directors must not have been blacklisted by any Government Organization. The Bidder will submit a declaration to this effect as per the format provided in annexure "F" 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.

11. Scope of Work

11.1 Supply, installation and commissioning of printers and with location are as follows

Sr. No	Code	Printer Type	Specification
1.	Type A	LaserJet Color Printer with WiFi	Annexure 1A.
2.	Type B	LaserJet B/W Multi Function Auto duplex Printer with DADF / SPDF	Annexure 1B.
3.	Type C	Auto Duplex B/W LaserJet Printer	Annexure 1C.
4.	Type D	Auto Duplex Network(WiFi and LAN) B/W Printer With Internet Security	Annexure 1D.
5.	Type E	Auto Duplex High Speed B/W Printer	Annexure 1E.
6.	Type F	Dot Matrix Printer	Annexure 1F.

Table 1: Printer Type and Specification

Name of Location	Type A	Type B	Type C	Type D	Type E	Type F	Total per Location
Akrimota	1	1	7	6	2	0	17
Mata Na Madh	1	1	12	3	1	1	19
Umarsar	1	1	6	2	2	2	14
Bhavnagar	1	1	15	4	3	3	27
Panandhro	1	1	3	1	0	0	6
Rajpardi	1	1	12	4	4	3	25
Tadkeshwar	1	1	9	2	2	2	17
Gadhsisa	1	1	1	1	6	6	16
Bhatia	1	1	0	1	2	2	7
Kadipani	1	1	6	2	1	1	12
Shivrajpur	1	1	0	8	2	2	14
Ambaji	2	2	2	1	0	0	7
Corporate	26	26	32	1	0	0	85
Total Per Type	39	39	105	36	25	22	266

Table 2: Printer Supply as per type for specific locations

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

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

11.4 Notwithstanding the scope of work, supply and services stated in bid document, any equipment or material, or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder – are necessary for the

performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by the successful bidder.

- 11.5** The successful bidder shall have to provide printer with full cartridges only at the time of delivery. In case of starter cartridge / half cartridge, the successful bidder shall have to provide one set of full cartridges at no extra cost to GMDC.
- 11.6** The quotation for cartridge should mention the minimum page yield as per specification detailed in Annexure 1A – 1F. The minimum page yield should be as per ISO/IEC 24734 in A4 Size for Monochrome Printing and Color Printing
- 11.7** Rate for cartridge will be valid for one year from the date of LOI. Separate Work order will be issued to successful bidder as and when required from respective Project site or from IT department at GMDC HO. The successful bidder shall have to supply required cartridge at each location mentioned in the RFP within 3 working days.
- 11.8** The printer and cartridge quantity is tentative in nature and the actual quantity may change for the final order.

12. Delivery & Installation

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

Duration of Contract : Onsite warranty for 3 years

Service Level Agreement

Repairing /replacement of parts of any printer shall be done within 48 hours after the problem detection / reporting. The timeline of 48 hours shall also be applicable in case of Temporary Replacement of any printer after the problem detection / reporting.

However, the successful bidder has to reinstall original service unit of any printer within 15 working days from the date of successful installation of Temporary Replacement service unit. It is the responsibility of the successful bidder to make sure that the Temporary Replacement service unit shall work continuously without any down time till reinstallation of original service unit OR else penalty shall be imposed on the Temporary Replacement service unit as mentioned in the penalty clause.

Penalty :

If successful bidder fails to achieve the agreed objective in terms of duration for replacing / repairing of all the Printers then penalty of Rs. 500/- per day \ shall be imposed. More than 12hrs. will be counted as one day. This penalty shall also be applicable in case of non-supply of Temporary Replacement of service unit.

13. Liquidated Damages (LD)

- 13.1 Printer Supply:** GMDC shall impose liquidated damages @ of 0.5% of Contract value per week of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 10% of the order value. GMDC reserves the right to cancel the order in case of inordinate delay in delivery of material and services.
- 13.2 Printer Cartridge:** GMDC shall impose liquidated damages @ of 0.5% of Contract value per day of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 10% of the order value. GMDC reserves the right to cancel the order in case of inordinate delay in delivery of material and services.
- 13.3** GMDC reserves the right to levy liquidated damages @ of 0.5% of respective Printer value per week of delay beyond their repair / replacement period of defective printer
- 13.4** More than 3 days will be counted as week for determination of liquidated damages.

14. Goods & Service Tax

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

15. Payment Terms

For Printers		
Sr. No	Milestone for Works	Amount
1	After delivery of all printers at respective locations.	70% of the total cost
2	Installation and commissioning of all printers at respective locations.	30% of the total cost
For Cartridges		
1	After delivery of all cartridges at respective locations.	100% of the total cost

16. 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 black listed

17. Evaluation of Bids

- 17.1** Documents submitted by bidders shall be evaluated strictly on RFP terms and documentary proofs received on GMDC duly authenticated by GMDC. Only the eligible bidder shall be considered for financial comparison.
- 17.2** The L-1bidder will be considered on the basis of lowest total amount quoted for Printers & Cartridges (all inclusive except GST).
- 17.3** It is absolutely essential for the bidders 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 discussions or not.

18. Acceptance of Offer

GMDC, on acceptance of the offer, will issue Letter of Intent to the successful bidder; who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If he does not accept the LOI within stipulated time period, the amount of the EMD paid will

be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

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

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

19. 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.

20. 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.

21. Governing Law

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

22. 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.

23. 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

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

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

25. Foreclosure

In case of any necessity arising due to working conditions or any unforeseen reason not in the control of the GMDC or any reason what so ever GMDC shall be at liberty to Fore close the contract without assigning any reasons or notice there for. In the event of foreclosure, no compensation shall be payable to the successful bidder.

26. Force Majeure

- 26.1** 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:
- 26.2** Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- 26.3** 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.
- 26.4** 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.
- 26.5** For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- 26.6** 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.
- 26.7** 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

Annexure 1A

Type A

Printer Type : LaserJet Color Printer with WiFi
Quantity : 39

Printer Function	Print	
Printer Type	Color Laser Printer	
Duplex	Auto	
Speed	20 PPM	
Memory	512 MB or Higher	
Print Resolution	1200 dpi for color	
Connectivity	USB, LAN AND WIRELESS LAN (With Air drop)	
Network	Wireless network security Wireless setup support utility – WPS	
Supported OS	Windows® Operating System MAC OS	
Monthly Duty Cycle	30000	
Cartridge Specification	Black	One B/W Cartridge should yield min 1000 pages
	CMY/CMYK (color)	Each color cartridge should yield minimum of 600 pages as per the standards of ISO/IEC 24734 in A4 Size for Color Printing
Cartridge Technology	All Printers to be supplied with Composite Cartridge technology.	

Annexure 1B

Type B

Printer Type : LaserJet B/W Multi Function Auto duplex Printer with DADF / SPDF
Quantity : 39

Printer Function	LaserJet B/W Multi Function Auto duplex Printer with DADF / SPDF
Printer Type	Monochrome Laser Printer
Duplex	Auto
Speed	20 PPM
PrintResolution	600 dpi or higher
Connectivity	USB
Supported OS	Windows® Operating System MAC OS
Monthly Duty Cycle	20,000 or higher
Cartridge Specification	One Cartridge should yield minimum 1000 pages as per the standards of ISO/IEC 24734 in A4 Size for Monochrome Printing
Cartridge Technology	All Printers to be supplied with Composite Cartridge technology.

Annexure 1C

Type C

Printer Type : Auto Duplex B/W LaserJet Printer
Quantity : 105

Printer Function	Print
Printer Type	Monochrome Laser Printer
Duplex	Auto
Speed	25PPM
Print Resolution	600 dpi or higher
Connectivity	USB
Supported OS	Windows® Operating System,MAC OS
Monthly Duty Cycle	10,000
Cartridge Specification	One Cartridge should yield minimum 1000 pages as per the standards of ISO/IEC 24734 in A4 Size for Monochrome Printing
Cartridge Technology	All Printers to be supplied with Composite Cartridge technology.

Annexure 1D

Type D

Printer Type : Auto Duplex Network (LAN AND WLAN) B/W Printer
Quantity : 36

Printer Function	Print
Printer Type	Auto Duplex Network(WiFi and LAN) B/W Printer With Security
Duplex	Auto
Speed	50 PPM
Memory	1 GB or Higher
Print Resolution	600 dpi or higher
Connectivity	LAN AND WiFi
Supported OS	Windows® Operating System, MAC OS
Monthly Duty Cycle	1,00,000
Printer Security	Printer should have facility to hold a queue until users release their documents at printer. User must be authenticated with cards or user credentials (Active Directory / LDAP) or Pin at the printer control panel, or with a mobile QR code. Unprinted jobs should be automatically deleted as per policy defined.
Cartridge Specification	One Cartridge should yield minimum 8000 pagesas per the standards of ISO/IEC 24734 in A4 Size for Monochrome Printing

Cartridge Technology	All Printers to be supplied with Composite Cartridge technology.
Annexure 1E	

Type E

Printer Type : Auto Duplex High Speed B/W Printer
Quantity : 25

Printer Function	Print
Printer Type	Auto Duplex High Speed B/W Printer
Duplex	Auto
Speed	50 PPM
Memory	512MB or Higher
Print Resolution	600 dpi or higher
Network	LAN
Supported OS	Windows® Operating System, MAC OS
Monthly Duty Cycle	1,00,000
Cartridge Specification	One Cartridge should yield minimum 8000 pages as per the standards of ISO/IEC 24734 in A4 Size for Monochrome Printing

Annexure 1F

Type F

Printer Type : DOT Matrix Printer.
Quantity : 22

9-Pin Narrow Carriage

Paper Path:

Manual Insertion:

Rear in, Top out

Push Tractor:

Rear in, Top out

Printing Technology

Print Method:

Impact dot matrix

Print Direction:

Bi-direction with logic seeking

Number of Pins in Head:

09 pins

Reliability:

MTBF:Approx. 10,000 POH (25% Duty)

Printhead Life:

Approx. 400 million strokes/wire

Mean Print Volume Between Failure

Approx. 20 million lines (Except print head)

(MVBF):

Cartridge Type:

Ribbon Cartridges compatible for dot matrix

27. Annexure B

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. Chhakhuak)Additional Secretary (Budget)
Finance Department

-----XXXXX-----

28. Annexure C Instruction To Bidders For Online RFP

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

1. Bidders who wish to participate in online RFPs will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below 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 reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n) code solutions is 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: tenderit@gmdcltd.com
 - b. GNFC: Contact Number: 079- 26857316/17/18
 E-Mail: nprocure@gnfc.net

29. Annexure 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-380015

Dear Sir,

I/we here by solemnly declare that

1. The Bidder or its directors have not been blacklisted by any Government Organization, in last 5 years from the date of uploading of RFQ.
2. We have not put any condition in our offer with respect to RFQ No. _____,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the RFQ 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 Bidder/GMDC in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

30. Annexure E

Check List of documents enclosed with RFP

Sr.No	Document	Declaration (Strike out whichever is not applicable)
1.	Declaration	Yes/No
2.	Details in form for Eligibility criteria	Yes/No
3.	Bank Guarantee	Yes/No
4.	RFP Processing Fees	Yes/No
5.	Earnest Money Deposit	Yes/No

31. PRICE BID

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

Sr. No	Type of Printer	Description	UOM	Qty Reqd	Unit price of Each Printer / Cartridge	Total Cost Amount
1	Type A	LaserJet Color Printer with WiFi	Nos.	39		
		B/W Cartridge	Nos.	50		
		Cyan Cartridge	Nos.	50		
		Magenta Cartridge	Nos.	50		
		Yellow Cartridge	Nos.	50		
2	Type B	LaserJet B/W Multi Function Auto duplex Printer with DADF / SPDF	Nos.	39		
		Original Cartridge	Nos.	50		
3	Type C	Auto Duplex B/W LaserJet Printer	Nos.	105		
		Original Cartridge	Nos.	100		
4	Type D	Auto Duplex Network (LAN AND WLAN) B/W Printer	Nos.	36		
		Original Cartridge	Nos.	50		
5	Type E	Auto Duplex High Speed B/W Printer	Nos.	25		
		Original Cartridge	Nos.	50		
6	Type F	Dot Matrix Printer	Nos.	22		
		Original Cartridge	Nos.	10		

Note:

1. The quantity of printer given above is indicative in nature, and may change as for the final work order.
2. The cartridge rate should be fixed for 1 year from the date of LOI/Work order.
3. The quantity of cartridges mentioned above is only for evaluation purposes.

32. Format for Eligibility Evaluation
(Form C to be submitted for the same)

<u>Sr. No</u>	<u>Condition</u>	<u>Eligible</u>	<u>Documents attached</u>
1	The bidder should be a Company Registered under The Companies Act, 1956/2013 for at least Five(5) years as on March 31, 2023 or LLP Act 2008. Copy of registration certificate must be submitted.		
2	The bidder shall have a minimum average annual turnover of at least Rs. 10 Crore over the last three (3) years i.e. FY 2019-20, 2020-21 and 2021-22. Supporting the fact the bidder should furnish Audited annual reports for FY 2019-20, 2020-21 and 2021-22.		
3	Bidder must have a positive Net Worth for last three financial year of FY 2019-20, 2020-21 and 2021-22. Supporting the fact the bidder should furnish Audited annual reports for FY 2019-20, 2020-21 and 2021-22.		
4	The bidder shall be the Manufacturer of or authorized dealers/distributors for proposed printers. Bidders participating in the capacity of authorized dealers/distributors shall enclose Manufacturer's Authorization Form (MAF) for selling/distributing the products. (MAF from DMP OEM is Exempted)		
5	The bidder should have at least one registered office in Gujarat state.		
6	The proposed OEM(s) should have at least five authorized service centers within Gujarat state. For DMP Printers OEM should have at least One authorized service centers within Gujarat state.		
7	The bidder should have at least one project of SITC of Printers costing not less than the Rs. 1 Cr value for Government Department / State PSU / Central PSU/ Financial Institution.		
8	The Bidder or its directors must not have been blacklisted by any Government Organization. The Bidder will submit a declaration to this effect as per the format provided in annexure "F" 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.		

33. Form C 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 2019-20
Rs. _____ for the Year 2020-21
Rs. _____ for the Year 2021-22

1.2 Turn Over = Rs. _____ for the Year 2019-20
Rs. _____ for the Year 2020-21
Rs. _____ for the Year 2021-22

Average Turnover of Rs. _____

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

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

Signature and Stamp of the Bidder

Signature and Stamp of the CA

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

34. (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

35. Undertaking Of Indemnity (On Letter head of the Bidder)

To,

The General Manager (Marketing & Sales)
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)

36.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 RFQ No..... dated..... (bidding document)

For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,

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

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

Dear Sir,

In consideration of Gujarat Mineral Development Corporation Ltd (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 are taken against Bank hereunder be outstanding or unrealized.

7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the bidder or the said Bank shall not discharged our liability hereunder dated _____ day of _____ 20 . _____ for _____ (Name of Bank)

Yours faithfully

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