



Request For Proposal (RFP) for

**Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N) for
lease/license holders**



**Directorate of Geology and Mining,
Govt. of Uttarakhand, Bhopalpani,
Raipur-Thano Road, Dehradun,**

Disclaimer

This RFP is being issued by the Directorate of Geology and Mining (DGMUK) (hereunder called "Authority"/ "DGM UK") to the bidders/parties interested for Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N) at various lease/license holders of all 13 districts across Uttarakhand.

It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, DGMUK does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or mis-statements, negligent or otherwise, relating to any feasibility/detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the Design, Supply & Distribution of Special Security Paper. This RFP may not be appropriate for all persons. It is not possible for DGMUK to consider the investment objectives, financial situation and particular needs of each proposer who reads or uses this RFP. Each proposer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later, by the Authority and for any of its consultant are, only indicative and for the sole purpose of making available to interested parties/bidders information that may be useful to them in the formulation of their bid. For avoidance of doubt, in case bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority and/or its consultant, in this RFP or under any of project report/feasibility report etc referred to herein, then the same shall not in any manner bind/make liable the Authority and/or its consultant.

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

DGMUK may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements.

DGMUK reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

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- Copy of Advertisement

**Directorate of Geology and Mining
Bhopalpani, Raipur-Thano Road, Dehradun.**

Request For Proposal (RFP) for Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N) For lease/license holders in Uttarakhand.

Directorate of Geology and Mining (DGM, UK) is the exploration and regulatory authority for mining administration in Uttarakhand. It invites priced proposals from experienced printers/Agencies/Suppliers empanelled with Indian Bank Association to supply and distribute special security paper used in printing of delivery challan and royalty passes across Uttarakhand State. This RFP document can be downloaded from www.uktenders.gov.in and www.dgm.uk.gov.in from/...../2024. Technical Bids are required to be submitted online only on /before/...../2024 by 1700 hrs.

(Rajpal Legha)
Director
Department of Geology & Mining, U.K.

- DEFINITIONS

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

1. **"DGMUK"/Authority** shall mean the Directorate of Geology and Mining, Govt. of Uttarakhand who shall appoint the Agency.
2. **"Bidder"** shall mean any firm or body corporate which is a Partnership or a Limited Liability Partnership or a company under the Indian Companies Act 1956/2013 or a Proprietorship firm or Registered Society or Charitable Trust which submits a bid to Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N) at various lease/ license holders of all 13 districts across Uttarakhand. Along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids. Consortium is not permitted.
3. **"Agency/ Supplier"** shall mean the successful Bidder who is selected by DGMUK/ Authority through the process outlined in this RFP document for Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N) at various lease/ license holders of all 13 districts across Uttarakhand. **"Bid/Proposal"** means the bid submitted by the bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **"Bid Due Date"** means last date of Bid submission as set out in clause of Part III of RFP.
5. **"Agreement/Contract"** is the agreement entered into between 'Directorate of Geology and Mining, Uttarakhand (DGMUK),' and 'Agency' comprising of all terms and conditions stated in this RFP.
6. **"Consortium"** shall mean the group of legally constituted entities, who have come together to participate in captioned service providing work. A Consortium is not permitted to participate in this Project/Assignment.
7. **"Corrupt practice"** shall have the meaning ascribed thereto under clause of Part III of RFP.
8. **"Conflict of Interest"** shall have a meaning specified in clause of Part III of RFP.
9. **"Rate of Supply"** shall mean the prices payable by the Authority for the supply of special security papers of specification listed in Part II.
10. **"Evaluation Process"** means steps of evaluation specified in clause of Part III of RFP.
11. **"EMD/ Bid Security"** means the Bid security/earnest money deposit to be submitted by the Bidder as per clause of Part III.
12. **Price bid** shall have a meaning specified in clause 2 of Part III of RFP.
13. **"Letter of Award"** shall have the meaning ascribed thereto under clause of RFP Part III of RFP.

14. **"Parties"** means the parties to the Agreement and "Party" means either of them, as the context may admit or require.
15. **"Preferred Bidder "** shall have a meaning specified in clause of RFP Part III of RFP.
16. **"Successful Bidder"** means the Preferred Bidder selected in terms hereof and to whom the Authority shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Scope of Work as per the terms specified in RFP.
17. **"Scope of Work / Scope of Supply"** mean all the activities as per Scope of Work/ Scope of Supply mentioned in the RFP which the Agency is required to carry out as per the Good Industry Practice. Detailed Scope of Work is specified in Part II of RFP.
18. **"Security Paper"** means A4 size paper as per the specification provided in Part II of RFP. Each A4 size paper shall have triplicate passes (i.e 3 passes).
19. **"Third Party"** means any Person other than DGMUK and the Agency.

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

Part I: BACKGROUND

- a. Uttarakhand is blessed with several energies, metallic and industrial mineral resources such as Cement grade Limestone, Dolomite, Silica Sand, Soapstone, Magnesite, Sand, Bajri, Bolder, RBM, Grit, dust etc, Brick Clay, Ordinary sand, Khanda/Gitti Boulder etc. Availability of these minerals and strong manufacturing sector makes Uttarakhand one of the most attractive states for investment in mining sector in India.
- b. The office of Directorate of Geology and Mining (DGMUK) is the nodal administrative, regulatory and development body for mineral sector in the State. Its primary functions are:
 - (i) Exploration of mineral wealth of the State: involves in identification of mineral potential areas, exploration strategy, business model development and implementation, MoUs with government agencies.
 - (ii) Mineral administration with conservation and preservation: Mineral administration comprises of policy formulation for minor minerals, regulation, and grant of mineral concessions under applicable rules and regulations and revenue collection.
 - (iii) Enforcement function encompasses curbing and preventing illegal mining, transportation and storage, use of e-Governance in enforcement activities and inspection of leased out area and stock verification.
 - (iv) Increase in State's mineral revenue through higher production of minerals & their sustainable development framework.
 - (v) Encourage value addition of minerals usage through promotion of mineral-based industries in the State.
- c. Background to this RFP
 - (i) Geology and Mining, Government of U.K is required to implement special security paper with Hologram sticker to print e-Royalty Form MM-11, Form-J, Form-K and Form N etc. Pass for various lease / license holders from <http://www.dgmappl.uk.gov.in> Such system has been mandated in order to prevent printing of any duplicate passes.
 - (ii) Above RFP also mandates to appointment of an agency through competitive e-bidding for design and supply of Special Security paper with Hologram sticker.
 - (iii) Accordingly, this RFP is issued for selecting qualified and experienced agency for the Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N etc.) for various lease/license holders of prescribed specifications as a blank template to print the standard format of e-Royalty Form MM-11, Form-J, Form-K and Form N etc. generated by the <http://www.dgmappl.uk.gov.in> of Geology and Mining, Government of Uttarakhand.

Part II: SCOPE OF WORK/SCOPE OF SUPPLY AND SPECIFICATIONS

1. SCOPE OF WORK/SCOPE OF SUPPLY

Scope of work of Supplier shall mean and include following (the "Scope of Work")

- (i) Design, supply and distribution of Special Security paper with Hologram and Dandy Watermark for e-Royalty Form MM-11, Form-J, Form-K and Form N etc. pass as per the specifications provided in clause 2 of Part II of the RFP. The Security paper shall also have dandy watermark. The dandy roll shall become the property of Authority and it shall be kept in Supplier/Agency's store room with lock and key by keeping its secrecy intact with maintaining records about its usage.
- (ii) The Supplier / Agency shall get the sample of Security paper including hologram and dandy watermark approved from the Authority prior to mass production, supply and distribution.
- (iii) The Supplier / Agency must maintain the good quality of Security paper as per the approved sample and specifications provided in clause 2 of Part II of the RFP.
- (iv) The Supplier/Agency shall distribute Security paper, as per the specifications specified in sub clause (a) hereinabove, to all 13 district of State to lease holders/license holders.
- (v) The Agency/ Supplier shall maintain adequate stock ensure timely supply. The Agency/ Supplier shall supply in stacks of 250 packets (250 sheets with triplicate form in each packet) and it shall keep track of stock at each lease/ license holders and ensure adequate replenishment of the stock. Authority shall not place any order for any lease/license holders. In case of the undesirable situation of stock out at any location, the Agency/Supplier must be replenished within 24 hours.
- (vi) The Agency/ Supplier shall adhere to terms and conditions of supply as per clause 6 of Part V of the Contract Terms.
- (vii) The Agency/Supplier will coordinate with Authority office to share day to day for both types of passes-challan along with their serial numbers. The serial number of the first security paper shall be provided by the Authority. The Agency shall be required to maintain order of serial numbers of security papers supplied to all lease / license holders of 13 districts of Uttarakhand.
 - (i) Total Sheets printed and supplied
 - (ii) Total Sheets sold.
 - (iii) Total Sheets in stock at individual locations.
 - (iv) Any other information which Authority may require from time to time.
- (viii) The Agency/ Supplier shall start supply and distribution to each lease/license holders of 13 district of Uttarakhand from 15 days from the date of agreement.
- (ix) The Agency/ Supplier or any of its staff member or persons deployed by him should not be engaged in any fraudulent practices.

2. SPECIFICATIONS

The suppliers required to design, print, and supply and deliver the multi-color security paper as per quantity ordered as a secure, special paper. The delivery shall be each lease/license holders of 13 district of Uttarakhand in ordered quantity and the price is being invited including the cost of such delivery to each locations.

A Hologram has to be affixed on each leaf of the Security Paper e-Royalty Form MM-11, Form-J, Form-K and Form N etc. (either through hot stamping or Sticker). Each A4 Sheet Security Paper shall have three leaves. Each leaf of A4 sheet shall have 06-digit serial number. The minimum specification required for the printing and supply of Security paper and hologram are described below:

2.1. Security Paper Specifications

Size	A4 (210 x 297 mm) Close Size
Orientation	Portrait, in Triplicate
Type	96 GSM CTF 2010 MICR Paper
Color	7 Color Pantone systems. Logo and other design and color to be maintained. Illuminated multi color security fiber threads in the base paper while manufacturing.
Finishing	Plane finishing CHEMICAL SENSITIZED COATING IN THE BASE PAPER WHILE MANUFACTURING.
Quantity	More than 1.0 Crore per year
Distribution	Lease/license holders of 13 District in entire Uttarakhand in packets of 250 sheets each of secure packaging
Other Features Required	<ul style="list-style-type: none">• Printed on Indian Banks' Association (IBA) approved Magnetic Ink Character Recognition (MICR).• The paper should have Dandy water mark• Printing should be as per current sample paper format provided. Sample can be viewed at office of DGMUK.• Unique ID of each paper should be printed on one side of paper.• Artificial Watermark of DGMUK and Govt. of Uttarakhand Logo should be in middle of each triplicate pass• Optical Illusion effect i.e., hidden "COPY" image (not visible by naked eye, while visible in case of "Xerox" is printed). Anti-copy Pantograph.• Invisible Ink Mark would be required to be printed (Can be mutually decided to maintain secrecy)• Hologram should be in the left most corner of each triplicate pass• mask-a-print

	<ul style="list-style-type: none"> • copy-and-check • fluorescent ink • gullochi pattern design • high resolution border • u-verify • check digit serial numbering • hologram hot foil stamping • gold foil printing of logo • high resolution border
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2.2 Hologram Specifications

Type of Hologram	PIXEL RAM
Shape	Circle
Size in mm	Around 22 mm Diameter
Thickness	50 Micron
Laser Numbering	Holograms to be supplied as required by DGMUK by laser engraving
Place of Hologram	Hologram must be affix in the middle of the most left corner square of each triplicate pass (either through hot stamping or sticker). The attached hologram must be non-removable and temper evident.
Other desired features	<ul style="list-style-type: none"> • All the features and layers in the holograms except laser viewable animated covert image should be visible to the normal eye • The hologram shall not be affected by the normal variation in atmospheric conditions. • The shelf life of the hologram should be a minimum of Five years without any deformation or deterioration in normal atmospheric conditions.

2.3. Dandy Watermark

- Dandy water mark Roll will be prepared by supplier with own cost and he quote price of per page of security paper including dandy water marks. Dandy water mark of logo in the base of paper while manufacturing which prohibits duplicate copy. Further the dandy water mark on the paper can be easily identified by anyone in normal lighting conditions. Each Security paper should come with the Dandy watermark.
- The Dandy Watermark Roll shall be placed in the highly secure facility. After the contract ends the dandy roll shall become the property of the Authority and shall be kept in supplier's store room with lock and key by keeping its secrecy intact with maintaining records about its usage.

3. Terms and Conditions of Supply

- i. The supplier has to make the provision to supply the paper only and strictly to stipulated lease/ license holders of 13 District of Uttarakhand. The supplier shall be responsible to ensure that under no circumstances the papers are supplied to any other place, person's, lease/license holders or any other entity, directly or indirectly, or are duplicated at their end. The papers must be supplied based on proper receipt only.
- ii. The supplier shall have to maintain the sequence or serial number of holograms printed, distributed and has to maintain the statistical information to keep the control on reprint of job. It shall be mapped with the lease holders profile on transit pass generation portal of DGMUK or as decided by the DGMUK.
- iii. The total quantity of printing of e-Royalty Form MM-11, Form-J, Form-K and Form N etc. pass along with hologram is more than 1.0 Crore annually. These are approximate supply and there can be upward or downward changes. The payment will be done as per actual quantity supplied and as per the Payment Terms specified in this RFP.
- iv. Supplier/Agency shall have to submit detailed project plan, including timelines, milestone, and resource allocation for all activities of the project.
- v. Before or after the award of the work, DGMUK officials may inspect the printing facility to assess the printing and storage capacity, security and management systems and verify any of the claims made in the bid. If any security breach is found then contract may not be awarded or if awarded, it can be terminated with immediate effect. It may also attract damages from DGMUK. Surprise visits may also be undertaken without informing the supplier.
- vi. In case of pre declared visits, supplier shall need to arrange visit to the printing facility and demonstrate all the process and security measures taken at the printing facility for DGMUK officials at its own cost.
- vii. Supplier/Agency shall have to ensure that printing of paper shall be in proper sequence and its distribution process shall be done very strictly as required by DGMUK. In case, if any unauthorized, duplicate or out of sequence paper is found to be getting sourced from the supplier, either to district offices or directly to lease/license holders or to any authorized persons, then severe penalty will be attracted and criminal procedure will be invoked against the Supplier and others. It will be a sole responsibility of supplier to carry out entire operation with high etiquette, honestly & in systematically manner to avoid any kind of violence.
- viii. In case if the quality is not of specification, or if the mark or the paper is torn, roughened, unevenly sized, torn or hologram is misplaced or not fixed, the paper quantity will be replaced and old material will be retained by DGMUK.
- ix. The total printing shall be undertaken in English language only.

Part III: INSTRUCTIONS TO BIDDER

1. INTRODUCTION

1.1. Bidding Process

- a. The Authority has adopted a single stage two packet online bidding system separately for Technical Bid and Price Bid with Techno commercial evaluation Method as detailed out in this RFP for Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N etc.) for Directorate of Geology and Mining, Uttarakhand (the "Bidding Process"). Technical Bid and Price Bid shall be submitted online through Gem Portal only. The originals Bid Security shall be submitted in Hard copy. The Bids for which the Price Bid is submitted in hard copy/physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid ("Bid Due Date") (Physical and Online Bid). Bid delivered after Bid Due Date will be rejected.
- b. The supplier shall need to offer its Bid which conforms to Scope of Work and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of Part III of the RFP. Based on Technical evaluation, the Price Bids of only technically qualified bidders shall be opened.
- d. The suppliers are required to quote Rate of supply for Security paper @ per page/paper with triple sheet on www.uktenders.gov.in in financial bid only.
- e. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 6.2 of Part III of the RFP. The Bidder quoted lowest price bid shall be considered as Preferred Bidder (the "Preferred Bidder").

1.2. Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid.

1.3. Acknowledgement by Bidder

By submitted the bid or proposal, the bidder acknowledges that:

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

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

1.4. Cost of Bidding

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

1.5. RFP Fee

The RFP Document/Tender Fee are Rs. 5000.00 (Rs. Five Thousand Only) and 18 % GST Extra

1.6. Schedule of Bidding

The Authority shall endeavor to adhere to the bidding schedule as specified in table below.

S. N.	Event Description	Date, Time and Address
1	Date from which RFP documents will be available	RFP shall be available from 07.11.2024 from www.uktenders.gov.in & www.dgm.uk.gov.in & from the office of Directorate of Geology and Mining (DGMUK) Bhopalpani, Raipur-Thano Road, Dehradun, Uttarakhand.
2	RFP/Tender Fee	5000.00 (Rs. Five Thousand Only) + 18 % GST Extra
3	Earnest Money Deposit (EMD) (refundable)	INR 5.0 Lakhs (Rs. Five Lakhs Only)
4	Online Submission of Technical Bid & Price Bid	Technical Bid & Price Bids are to be submitted online through www.uktenders.gov.in only by 07.11.2024 to 19.11.2024 upto 17:00 hrs Physical submission of Technical bid & Price bid is not permitted. Only EMD is to be submitted offline/Physically. Strictly the Price Bid is to be submitted online only at designated place on and i. any submission of offline price bid (i.e physical submission) or ii. Submission of price bid in soft format along with technical bid will lead to disqualification.
5	Last Date and Time of Submission of EMD and Sample of Security paper in Offline (Hard Copy)	Strictly after the due date for online submission of price bid but on or before 19.11.2024 upto 17:00 Hrs. at the office of "Directorate of Geology and Mining (DGMUK) Bhopalpani, Raipur-Thano Road, Dehradun, Uttarakhand by Speed Post/RPAD/Hand delivery/Courier only." In sealed cover duly super scribed as mentioned in the RFP.
6	Opening of Technical Bid	On 20.11.2024 on ward at the following addresses. Directorate of Geology and Mining (DGMUK) Bhopalpani, Raipur Thano Road, Dehradun.
7	Opening of Price Bid	To be indicated later after completion of Technical Evaluation
8	Signing of Agreement	Within 30 days from the date of issuance of LOI

Note: DGMUK reserves the right to reject any or all the Bid.

*In case any date is a holiday, the next working day will be considered.

2. GENERAL

2.1. Bid Validity

- A) Bids shall remain valid for a period of not less than 180 days (One Hundred and Eighty days) from the Bid Due Date/Bid Submission Date (the "Bid Validity Period"). The Bid of the Bidder shall be considered non responsive if such Bid is valid for a period less than the Bid Validity Period.
- B) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP Part III in all respects.

2.2. Numbers of Bids by Bidder

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

2.3. Governing Law and Jurisdiction

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

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

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) It shall be deemed that by submitting the Bids, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, the Authority reserves the right to reject any Proposal/Bid if:

- 1) Bid does not meet the technical eligibility and qualification criteria specified in this RFP
- 2) at any time, a material misrepresentation is made or discovered, or
- 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
- 4) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 5) Bidder submits conditional Bid.
- 6) If such disqualification/rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified/rejected, then the Authority reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.5. Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with super scribing "Earnest Money in form of FDR and or in form of Bank Draft of amount INR 5.00 lakh (INR Five Lakh) shall be provided from Nationalized Bank to Authority
 - i. Account payee Demand Draft.
 - ii. An FDR or irrevocable Bank Guarantee (Annexure 9) (the "Bank Guarantee"), payable at Dehradun and valid for a period of 05 Year (Five Year) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Supplier from time to time as per clause 2.1 of RFP Part II.
- b) Any bid not accompanied with valid Earnest Money Deposit in the acceptable amount, form and validity period will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) The Authority shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- d) The Bid Security of unsuccessful Bidders will be returned by the Authority, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when the Authority cancels the Bidding Process. Where Bid Security has been paid by FDR or Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favor of the unsuccessful Bidder(s) or its original for whatever possible. Bidders may by specific instructions in writing to the Authority give the name and address of the person who will receive the FDR/Demand Draft or bank guarantee from the Authority, failing which it shall be return name of the Bidder and shall be mailed to the address given on the Bid.

- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when the Authority cancels the bidding.
- f) The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP Part III;
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - iii. In the case of Supplier, if it fails within the specified time limit-
 - 1. To sign and return the duplicate copy of LOI
 - 2. To sign the Agreement within the time period specified by the Authority.
 - 3. to furnish the Performance Security within the period prescribed therefore in the RFP; or
 - 4. In case the Supplier, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. DOCUMENTS AND PREBID CONFERENCE

3.1. Content of RFP

This RFP comprises the Disclaimer set forth herein above, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.4 of Part III of the RFP

PART I	: Background & Objective
PART II	:Scope of Work/Scope of Supply and Specifications
PART III	:Instructions to Bidders (ITB)
PART IV	: Price of Security Paper and Payment Terms
PART V	:Contract Terms & Conditions
PART VI	:Annexure

3.2. Clarification to RFP Documents

- a. Bidders requiring any clarification on the RFP may notify the Authority in writing through email dir.ukdgm@gmail.com prior to Bid Due Date. The responses to queries will be given by authority if it is necessary.
- b. The Authority shall to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole

discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

3.3. Pre Bid Meeting

No pre bid meeting would be held for this RFP.

3.4. Amendment of Bidding Documents

- a. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b. Any Addendum/Corrigendum issued hereunder will be in writing and shall be uploaded on website Govt. website www.uktenders.gov.in & Department Website www.dgm.uk.gov.in.
- c. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

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

4.2. Bid Currency

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

4.3. Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
 - (1) by the proprietor, in case Bidder is a proprietary firm; or
 - (2) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Partnership firm

- c) In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

4.4. Submission Format & Sealing and Marking of Proposals

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

"Request for Proposal (RFP) for Selection of Agency for Design, Supply & Distribution of Special Security Paper e-Royalty Form MM-11, Form-J, Form-K and Form N etc. pass for various lease/license holders of 13 districts of Uttarakhand Physical Submission of Bid Security."

- b) The Technical bid and Price Bids shall be submitted online only at www.uktenders.gov.in

The documents and format to be submitted as part of Technical Bid shall be as follows.

Check list for documents to be submitted Online only

Sr. No	Annexure No.	Particulars
1.	Annexure 1	Letter of Bid Submissions signed by authorized signatory of Bidder
2.	Annexure 2	Bidder's Organization Information. Supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, Partnership deed etc
3.	Annexure 3	<ul style="list-style-type: none"> Minimum financial turnover of Rs. 5 Crore per year, in the last three financial year. Statutory Auditor/Registered Chartered accountant's statement specifying Turnover for last three Financial Years starting 2021-22 to 2023-24. In case Bidder is following calendar year then it should provide latest available annual audited statements for three years from 2021 to 2023. Audited financial statements for last three years.
4.	Annexure 4	Experience Details
5.	Annexure 5	No Blacklisting certificate on Stamp Paper
6.	Annexure 6	Authorization of signatory in the form of Board Resolution/ or Power of Attorney POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
7.	Annexure 7	Undertaking for information and document provided are true.
8.	Annexure 8	Bank Guarantee/FDR for Bid Security/EMD
9.	Annexure 9	The Bidder shall have to provide self-attested notarised affidavit on stamp paper of relevant value stating that there is No case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder).
10.	Annexure 10	Original RFP documents issued along with updated addendums/amendments thereto, duly signed by the Bidder through

		its authorized signatory on all pages.
11.	Annexure 11	The Bidder should provide physical sample of similar type of Security paper which it has supplied to its other customers along with envelope of EMD. Post award of the Project, Security Agency/ Supplier shall get the sample of Security paper as well as hologram approved from the Authority prior to mass production and supply.

The documents of Technical Bid shall be submitted as per the table list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexure.

- c) The Bidders are required to submit its Bids (ie. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.6 of Part III of the RFP.

4.5. Bid Due Date

- a) The last date and time of submission of the Bids (the "Bid Due Date/Bid Submission Date") is specified in Clause 1.6 of Part III of the RFP
- b) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4 of Part III of the RFP. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Bidding Portal.

4.6. Late Submission

- a) Physical submissions for EMD received by the Authority after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt/non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e tendering well in time and complete all procedure relating to e-submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding on Gem Portal.

4.7. Modification and Withdrawal of Bids

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

5. BID EVALAUTION CRITERIA

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

5.1. Technical Qualification Criteria

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

- a) The bidder must be a currently empanelled printer/ Agency/ Supplier with Indian Bank Association and must produce a certificate to this effect.
- b) The bidder must possess its own high quality offset printing equipment with four colour facility with capacity to affix hologram labels and print high quality security papers. Bidder should also have a proper storage capacity to store the printed jobs under this assignment.
- c) The bidder should be a Company registered in India under Indian Companies Act 1956/2013 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008 or a Proprietorship firm or Registered Society or Charitable Trust. The bidder must be registered with the GST Authorities. The Bidders are required to provide Incorporation and Registration Certificate and GSTIN certificates as evidence.
- d) A bidder should have a minimum average annual audited turnover of INR 5.0 Crores over the last three audited financial years i.e., 2021-2022 to 2022-23.

A bidder is required to submit Certificate from the Statutory Auditor /registered chartered accountant as per format provided in Annexure along with audited statements as evidences.

- e) The bidder shall be profit making entity in at least 2 of the last 3 years in terms of Profit after Tax.
- f) The Bidder should possess the experience of the following Eligible Projects:

Either through Single Order or through Multiple Order the Bidder should have supplied at least 50 lakh number of similar type of paper in India in any Single Year during any of the last Five financial years immediately preceding the Bid Due Date.

The Similar type of paper is defined as: Security Paper/ cheque book/ security papers of similar nature (printed/blank) to any Government/ Semi Government/Institution/Scheduled Bank/Cooperative Bank.

(The Bidder shall be permitted to claim credit from the Associates (Parent firm/Subsidiary/Sister Concern with at least 50% holding relationship. The Bidder shall be required to submit supporting evidences by way of completion certificate/other documents evidencing completion of work, issued by the relevant client clearly showcasing (to the satisfaction of Authority) the required qualification of the Bidders in terms hereof. In case of disputes regarding definition of parent (holding company), subsidiary, sister concern, definitions as per Companies Act 1956/2013 shall apply)

- g) A consortium is not be eligible to submit Proposal under this RFP and accordingly shall not be considered in the event a consortium of entities submits a Bid under this RFP.
- h) The Bidder should not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU)/ Central or State Government in India/Central or State Government undertaking. The Bidder shall need to submit Anti Blacklisting Affidavit as per format specified in Annexure.
- i) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder). The Bidder shall have to provide self-attested notarised affidavit on stamp paper of relevant value
- j) The bidder should be in existence for a period of at least 7 years as on last date of submission of bid in India only. Firm/Company incorporation certificate must be attached.
- k) The Bidder should provide sample of similar type of Security paper as a part of its Technical Bid which it has supplied to its other customers. Post award of the Project, Security Agency/ Supplier shall get the sample of Security paper as well as hologram approved from the Authority prior to mass production and supply.
- 1) The Bidder should not have Conflict of Interest as per Clause 9 of Part III of the RFP.

5.2. Evaluation of Price Bid

The Price Bid of only technically qualified Bidders who are passing Responsiveness Tests and meeting Technical Qualification Criteria as specified in clauses 6.2(a) and 5.1 of Part III of the RFP shall be opened. The Bidder shall be required to quote prices as per the Price Bid format (Annexure 8). The Bidder quoting the lowest price/rate of supply shall be declared "Preferred Bidder" for the award of the work.

6. EVALUTION PROCESS

6.1. Opening of Technical Bid

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

6.2. Evaluation of Technical Bid

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

- a) Test of Responsiveness for EMD, Timely and proper Submission
 - 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if
 - (i) Price Bid is not submitted physically.
 - (ii) Technical Bid is accompanied by original RFP fee and the EMD as specified in the clause 1.5 and 2.5 of Part III of the RFP.
 - (iii) Physical submission of RFP fee, EMD and Technical Submission are made within specified timeline and in valid format.
 - (iv) The Price Bid and physical submissions of Technical Bid, & EMD are received by the Bid Due Date including any extension thereof.
 - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - (vi) It does not contain any conditionality, and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
 - 2) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
 - 3) Evaluation of Technical Qualification Criteria and document checks of only those Bidders shall be carried out who's Bids determined to be responsive.
 - 4) The Price Bids of only Technical Qualified Bids shall be opened. Evaluation of Price Bids of only Technical Qualified Bids shall be carried out.

6.3. Opening of Price Bid

- i. The Price Bid shall be filled up by the Bidder as per GEM Portal at designated places through Gem Portal as per the indicative Price Bid format specified in Annexure 8 to this RFP.
- ii. The Price Bids of only the Bidders determined to be Responsive and meeting the Technical Qualification Criteria as per the Clauses 6.2 and 5.1 of Part III of the RFP shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.

6.4. Clarification of Bids and Request for additional/missing information

To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek in writing clarifications/documents/missing information in writing from any Bidder regarding its Bid. If the

response from the Bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

6.5. Verification and Disqualification

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

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

- a. Invite the remaining Bidders to submit their Bids or
 - b. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- (iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Qualification Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the LOI or entering into of the

Contract, and if the Supplier has already been issued the LOI or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Supplier, as the case may be, without the Authority being liable in any manner whatsoever to the Supplier. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

6.6. Contacts during Bid Evaluation

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

6.7. Correspondence with Bidder

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

6.8. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process.

The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

7. APPOINTMENT OF SUPPLIER AND SIGNING OF AGREEMENT

7.1. Notification of Award

- i. Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Supplier through letter or by fax or by email that his their Bid has/have been accepted (the "Supplier(s)"). This letter ("Letter of Intent"/ "LOI") shall be issued, in duplicate and shall specify the sum which the Authority shall pay to the Supplier and sum that the Supplier shall pay to Authority in consideration of Project scope as per the terms of Contract.
- ii. Supplier shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Supplier is not received by the stipulated date, the Authority may, unless it consents to extension of time for

submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Supplier to acknowledge the LOI, and the next Eligible and Qualified Bidder may be considered.

- iii. The notification of Award will constitute the formation of the Contract as mutually agreed terms & conditions

7.2. Signing of Agreement

- (i) After acknowledgement of the LOI as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOI (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of Agreement (the "Contract") is specified in Part V of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 500 denominations can be used), at Dehradun in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. The Authority shall return one copy duly scaled and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of Agreement, the Successful Bidder shall call "Supplier/Agency":

7.3. Performance Security

- i. The Supplier shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOI, in the form of FDR or an unconditional and irrevocable bank guarantee (Annexure 10) for amount of equivalent to 5% (Five percent) of value of the contract payable to the Supplier by the Authority (the "Performance Security") from Approved Bank to Authority. Such performance Security shall be in favor of Director, Directorate of Geology and Mining, U.K. and admissible and payable at Dehradun branch from a Scheduled Bank.
- ii. The Supplier shall maintain a valid and binding Performance Security for a period of One Year and two months which may be extended before end of one year. The Supplier shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of two months. In case Contract Period is extended then the Supplier shall have to renew Performance Security for a period of extended Contract Period.
- iii. If the Bidder fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- iv. The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:

- a) in the event the Authority requires to recover any sum due and payable to it by the Supplier including but not limited to Damages, and which the Supplier has failed to pay in relation thereof, and
 - b) in relation to Supplier's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encased by the Authority in accordance with the provision of the Agreement. The Supplier shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Supplier without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the Agreement.

7.4. Commencement of Work/Assignment

The Supplier shall commence the service within 15 days of the date of the Signing of Agreement, or such other date as may be mutually agreed. If the Supplier fails to either sign the Agreement as specified in Clause 7.2 of Part III of the RFP or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOI or the Agreement, as the case may be, may be cancelled/terminated.

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract, the Authority may reject a Bid, withdraw the LOI, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of the Authority under sub Clause (a) hereinabove and the rights and remedies which the Authority may have under the LOI or the Contract or otherwise if a Bidder or Supplier as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract and/or

otherwise, such Bidder or Supplier shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Supplier as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- c) For the purposes of this Clause 8 of Part III of the RFP, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOI or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (ii) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process,
 - (iii) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (iv) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (v) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9. CONFLICT OF INTEREST

- a. The Supplier shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre estimated compensation and damages payable to the Authority for, inter alia, the

time, cost and effort of the Authority including consideration of such Bidder's Proposal/Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- b. The Authority requires that the Supplier provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Supplier shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
 - c. Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
- A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest, Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in definition section.
- (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
 - a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Partnership firm. and/or
 - c) Other Bidder or Associates which is a Proprietorship Firm.
 - (2) **If Bidder is a Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;
 - a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its Member or Associates is Company, and/or
 - b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Partnership firm. and/or
 - c) Other Bidder or it Associates which is a Proprietorship Firm.
 - (3) **If Bidder is a Proprietorship Firm:** In such case, the Bidder or its Proprietor or Associate of such Bidder or its Proprietor or Associate as the case may be also holds;
 - a) more than 26% of the paid up and subscribed equity capital in the other Bidder, or its Associate of such other Bidder or its Associates is Company, and/or

- b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Partnership firm. and/or
 - c) Other Bidder, its Member or Associates which is a Proprietorship Firm.
- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidders, or
- F. There is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Supplier will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Supplier shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. MISCELLANEOUS

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

- c. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future,
- d. **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- e. The Supplier shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

Part IV: PRICE OF SECURITY PAPER & PAYMENT TERMS

1 PRICE OF SECURITY PAPER

- a) Authority hereby decide the rate per page of security papers through e-bidding process and lease/ license holders will pay cost of Security paper to Agency/ Supplier for the Scope of the Work and Specifications specified in Part II of the RFP and as per the payment terms specified in sub clause 2 of Part IV at agreed price specified hereunder,

Sr. No.	Delivery and Distribution Type	Price for design, supply & distribution of Security Paper with Hologram and Dandy mark as per Specifications provided in clause 2 of Part II of the RFP as per the Scope of Work. (Inclusive of all taxes except GST) (Rs. per Page)
A	At all lease/license holders of 13 Districts across Uttarakhand	

- b) The Agency/ supplier shall be responsible for all costs towards storage and security of Security Paper from godown of agency to delivery location.
- c) Above rates include cost of material, designing and printing, supply & freight, manpower and distribution charges.
- d) Applicable GST at the time of invoicing, over and above rate specified in table above, shall be paid by Lease/license holders.

2 PAYMENT TERMS

The payment for security papers shall be made by Lease/ license holders as per the payment terms specified hereunder;

- a) Agency/Supplier will have to supply and maintain adequate stocks at all delivery locations.
- b) The agency/suppliers can create a centralized distribution center at Dehradun or other place within the state with prior permission of authority
- c) Agency/Supplier should maintained adequate stock at distribution center.
- d) Lease/license holders purchase security papers against payment by any of the following modes (i) Demand Draft in favor of Agency/ Supplier or (ii) Showing receipt of direct remittance into the account of Agency/ Supplier through Electronic Transfer or (iii) any other payment means the Agency/ Supplier can devise acceptable from lease/license holders. Agency/ Supplier shall raise invoice to against lease/license holders.
- e) No individual orders will be issued and it is the responsibility of the Printing Agency to check and maintain adequate stock at all delivery location as well as distribution center.
- f) The Agency/Supplier will be paid against the actual delivery of printing paper supplied, distributed & after due verification of quality of paper by the concern district mining officer/user.
- g) Authority shall under no circumstances be under the obligation to pay the Agency/ Supplier directly or take responsibility or stand guarantee against any payment not received due from Lease holders It is understood that distribution is to be made against advance payment only.

Part V: CONTRACT TERMS AND CONDITIONS/AGREEMENT

AGREEMENT FOR DESIGN, SUPPLY & DISTRIBUTION OF SPECIAL SECURITY PAPER (e-Royalty Form MM-11, Form-J, Form-K and Form N) for lease/license holders of all 13 districts of Uttarakhand

DIRECTORATE OF GEOLOGY AND MINING, UTTARAKHAND

THIS AGREEMENT is entered into on thisthe day of..... 2024

BETWEEN

Director, Geology and Mining, Uttarakhand (hereinafter referred to as "Authority/DGMUK" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART:

AND

.....having its registered office(hereunder referred to as the "**Agency/ Supplier**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the OTHER PART.

The Authority and the Agency/Supplier are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A. The Authority vide its Request for Proposal dated 2024 invited Bids from competent parties through transparent and competitive bidding process for selection of Agency/ Supplier for Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N etc. paper) (hereinafter called the "Project");
- B. Pursuant to the evaluation of the bids received, the Authority has accepted the bid of the Agency/ Supplier through LOI dated as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in LOI.
- C. The Agency/Supplier has acknowledged and accepted the LOI and submitted required Performance Security requiring inter alia the execution of the Contract. The Authority hereby agrees to appoint and avail scope of work of the Agency/ Supplier for the Design, Supply & Distribution of Special Security Paper for e-Royalty Form MM-11, Form-J, Form-K and Form N etc. Pass on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (the Authority and Agency/ Supplier) hereto hereby agree as follows

1. DEFINATIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder.

"Authority" shall have a meaning set forth in Preliminary section of this Agreement.

"Agreement" shall have a meaning set forth in Clause 2 of this Agreement

"Agency/ Supplier" shall mean the successful Bidder who is selected by DGMUK/ Authority through the process outlined in this RFP Document for Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N etc. Pass Paper) for Lease/ license holder of 13 Districts of Uttarakhand.

"Contract Period" shall have a meaning specified in clause 3 of this Agreement

"Dispute" means procedure set forth in Clause 12.1 for resolution of Disputes arising out of performance of this Agreement.

"Effective Date" shall mean the date of signing of this Agreement.

"Event of Default" shall have a meaning set forth in clause 10 of this Agreement.

"Force Majeure" shall have a meaning set forth in clause 11 of this Agreement.

"Letter of Award" means the letter issued by Authority to the successful bidder to Design, Supply & Distribution of Special Security Paper in conformity with the terms and conditions set forth in the Agreement.

"Liquidated Damages" shall have a meaning specified in clause 5 of this Agreement.

"Performance Security" shall have the meaning set forth in Clause 8 (a) of this Agreement.

"Project" shall have a meaning set forth in Preliminary section of this Agreement.

"Scope of Work" shall have the meaning set forth in Clause 3 of this Agreement.

"Termination" shall mean early termination of this Agreement pursuant to Termination in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

2. MEANING OF THIS AGREEMENT

The following documents attached hereto shall be deemed to form an integral part of this Agreement (the "Agreement");

1. This Agreement Request for Proposal Document dated 2024 issued by DGMUK in its entirety including all its parts/sections, annexure, corrigendum and Addendums.
2. Letter of Acceptance (LOI) no. issued on
3. Performance Security dated submitted by Agency/ Supplier as per provisions of RFP.

4. Any relevant correspondence between the two parties that the signatories shall agree to include in future as part of the Agreement for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

3. SCOPE OF WORK AND SPECIFICATION

The Scope of Work and Specifications are as per the details specified in Part II of the RFP.

4. CONTRACT PERIOD

- a) The Agreement Period shall be 2 years from the Effective Date provided in the event of earlier termination, this period shall end with the date of termination of the Agreement (the "Contract Period").
- b) The Contract Period shall be extendable by additional one year under mutual consent at the same rate.

5. LIQUIDATED DAMAGES

Liquidated Damages will be applied due to breach of conditions or delay in receipt of security papers as desired by the authority DGMUK.

Penalty rate will be applied as per below under various circumstances:

Sr. No.	Occurred for	Rate of Liquidated Damages
1	Late Delivery of Required Material	
	Delivery within 0 to 1 day	Nil
	Delivery in 2 to 3 days	@1% value of material in demand and delayed
	Delivery within 4 to 8 days	@2% value of material in demand and delayed
	Delivery after 8 days	@5% value of material in demand and delayed
2	In case of material replacement, then penalty will be levied by the competent authority	@5% of total value of material replaced.
3	In case of Fraud/malpractices/unethical practices	As per discretion of Authority based on gravity of breach

6. TERMS AND CONDITIONS OF SUPPLY

The Agency/ Supplier shall adhere to terms and conditions of supply as per the clause 3 of Part II of RFP.

7. PRICE OF SECURITY PAPER AND PAYMENT TERMS

In consideration of the Supplier under this Agreement, the payments shall be made as per the Price and Payment Terms specified in Part IV of this RFP.

8. PERFORMANCE SECURITY

- a) For securing the due and faithful performance of the Agency/ Supplier under this agreement, during the Contract Period, the Agency/ Supplier, has in terms of the RFP and letter of award, furnished to the Authority the required Performance Security in terms of FDR/Bank Guarantee dated amount Rs of (Rs..... only), in favour of "Director, Geology and Mining, Uttarakhand" from (Bank Name) and valid till The FDR/Bank Guarantee for Performance Security is admissible and payable at Dehradun branch, the receipt & veracity of which, is hereby acknowledged by the Authority (the "Performance Security")
- b) The Agency/Supplier shall maintain a valid and binding Performance Security for a period of 90 days after the expiry of the Contract Period (including any extensions thereof) ("Validity Period"). The Agency/ Supplier shall ensure that the Performance Security shall subsist in full force and effect during Validity Period. In case Contract Period is extended then the Agency/ Supplier shall have to renew Performance Security for a period of extended Contract Period.
- c) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - (i) In the event the Authority requires to recover any sum due and payable to it by the Agency/ Supplier including but not limited to Damages, and which the Agency/ Supplier has failed to pay in relation thereof, and
 - (ii) In the event of the Agency/ Supplier breach and if such breach is not cured with the remedial period specified by the Authority.
 - (iii) In the event the Agency/ Supplier or any of its staff or persons deployed by him indulges in fraudulent practices.Upon such encashment and appropriation from the Performance Security, the Agency/ Supplier shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Agency/ Supplier shall, within the time so granted replenish or furnish to the Authority a fresh Performance Security as aforesaid, failing which the same shall constitute a Agency/ Supplier's breach and entitle Authority to terminate this Contract in terms hereof.
- d) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Agency/ Supplier without any interest, provided the Agency Supplier is not in default of the terms hereof and there are no outstanding dues of the Authority with the Agency/Supplier.

9. LABOUR LAW COMPLIANCE

- a) The Agency/ Supplier shall pay wages to its personnel deployed on project not lower than the amount prescribed under prevailing labour laws such as Minimum wages act, bonus act, EPF, ESI etc. The Agency/ Supplier shall solely liable for any liability arising from breach of such labour laws.
- b) The Agency/ Supplier shall be solely responsible for liability arising from injury and death of its personnel while deployed on Project. To mitigate this risk, the Agency/ Supplier shall procure minimum insurance such

as employer's liability and workers' compensation insurance in respect of the personnel of the Agency/ Supplier in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, death, accident, travel or other insurance as may be appropriate and maintain such insurance till the Contract Period.

10. TERMINATION

Occurrence of following events shall be considered Agency/ Supplier's Event of Default (the "Event of Default")

- (a) If Agency/ Supplier does not replenish Performance Security deducted/forfeited by Authority accordance with terms of this Agreement.
- (b) If Agency/ Supplier does not pay any penalties/damages applicable as per the terms of this Agreement
- (c) If Agency/Supplier indulge in fraudulent practices.
- (d) If Agency/ Supplier does not maintain security of printing and storage facility and or does not maintain secured distribution of Security Papers adequately.
- (e) If Agency/ Supplier repeatedly provides low quality Security Papers and or deviates from the specification provided under this Agreement.
- (f) The Agency/ Supplier repeatedly fails to adhere to the timelines set forth in Agreement for performance of its obligations/scope,
- (g) the Agency/ Supplier becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (h) Agency/ Supplier repeatedly make breach of this Agreement.

On occurrence of Event of Default specified herein above, Authority shall direct Agency/ Supplier to cure breaches within Remedial Period. The Remedial Period shall be specified by the Authority. If breach is not cured within the Remedial Period, the Authority may Terminate the Agreement by issuing not less than 15 (fifteen) days written notice of termination to the Agency/ Supplier.

11. FORCE MAJEURE

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or its supplier (ii) any event which a diligent Party could reasonably have been expected to both (A)

take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) No Breach of Agreement: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- e) **Measures to be taken**
 - I. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
 - II. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible
 - III. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- f) **Extension of Time:** Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- g) Consultation: The Agency Supplier has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

12. DISPUTE RESOLUTION

12.1. Dispute Resolution and Jurisdiction

- a) All disputes or differences arising between the Parties in respect of this agreement or any rights or obligations hereunder shall be resolved amicably in good faith by the Parties through negotiations
- b) In the event of any dispute or difference between the Parties arising out of or relating to this agreement, representatives of the Parties shall, within Seven (7) Business Days of a written notice from either of the Parties, hold a meeting in an effort to resolve the dispute. Each Party shall use all reasonable endeavours to send a representative to the meeting, who has authority to settle the dispute.
- c) Secretary – Mining, Government of Uttarakhand shall act as an arbitrator for this Project.
- d) In case, any such dispute is not amicably resolved within Fifteen (15) days of such referral, then it shall be referred to the Secretary – Mining, Government of Uttarakhand for arbitration.
- e) The decision of Secretary – Mining shall be final and binding on all the Parties.
- f) The venue of such arbitration in India shall be at Dehradun. The arbitration language shall be English.

- g) Notwithstanding any reference to the arbitration hereinabove, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree,
- h) The agreement shall be governed by and interpreted in accordance with laws in force in India. The courts of Dehradun shall have exclusive jurisdiction in all matters arising under this agreement.

12.2. Performance during Dispute Resolution

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

13. STOCK MANAGEMENT AND TIME FRAME FOR DELIVERY

1. Lease/license holders will apply quantity of security papers through portal and District Mines Officer immediate evaluate and approve the demand. After Approval district mines officer the request of supplying security papers goes to notified Agency/Supplier's.
2. Notified Agency/ Supplier's will Supply in stacks of 250 packets (250 sheets with triplicate form in each packet). The serial Number of security paper should be filled to DGMUK Portal after that it will post to respective Lease/license holders. Stock management will be Agency/ Supplier's responsibility. Agency/ Supplier must keep track of stock at each location and make sure adequate replenishment of stocks is done.
3. Sufficient stock security paper should be available at lessee/license holders and at all times. In case of the undesirable situation of stock out at any location, stock must be replenished within 24 hours. Penalty will be levied for replenishment after 24 hours.

14. SHARING OF DATA/INFORMATION

The Agency/ Supplier will coordinate with DGMUK, Headquarter Dehradun to share data on every day on the following for both types of passes-Challan along with their serial numbers (indicative).

- Total Sheets printed and supplied
- Total Sheets sold
- Total Sheets in stock at different locations

Counterparts

This Agreement is executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:

SIGNED, SEALED AND DELIVERED

Organization	Authorized Signatory	Signature of Witness
Authority	Name: Designation:	Witness 1 Sign: Name: Witness 2 Sign: Name:
Agency/ Supplier	Name: Designation:	Witness 1 Sign: Name: Witness 2 Sign: Name:

Part VI: ANNEXURE

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

Dated:

To, Director, Geology and Mining, Uttarakhand,
Bhopalpani, Raipur-Thano Road, Dehradun.

Subject: Submission for RFP for Design, Supply & Distribution of Special Security Paper (e-Royalty Form MM-11, Form-J, Form-K and Form N etc. Pass) for all Lease/license holders of 13 districts of Uttarakhand.

Dear Sir/Madam:

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

A. Physical submission of: EMD and Technical Eligibility and Qualification documents as per the requirement of the RFP.

B. Online submission of: Price Quote as per the provisions of RFP.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Information

A. Bidder's name and contact details.

Name of the Bidder Organization/Firm:

Nature of Entity (company/partnership/Proprietorship, etc.):

Address of Registered Office:

Phone:

Fax:

Email

Name and Contract details of the Authorized Person:

Main Line of Business with experience:

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.)

B. Copy of the Registration of the Bidder [Provide supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, Partnership deed, Shops and Establishment Dept. Certificate, etc.] (to be attached separately)

IBA Registration copy.

C. Brochure/Capability Statement

D. Capacity details

Annexure 3: Turnover statement/Financial Capability Statement

(On Statutory Auditor's/ Registered Chartered Accountant's letterhead)

I hereby declare that I have scrutinized and audited the financial statement of M/s Following is the audited Profit after Tax of the firm in last three financial years.

Years*	Turnover (Rs. Crore)	Profit After Tax (Rs. Crore)
2021-22		
2022-23		
2023-24		

*Based on annual audited financial statements. Please attach relevant extracts of financial statements/ annual reports as supporting evidence.

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

(Also attach audited financial statements for last three years)

Annexure 4: Experience Details

(On Bidder's letterhead)

I hereby declare that our company/firm has experience of execution of following projects through contractual rights.

Experience

Sr. No.	Client to whom Similar type of paper supplied	Period during which supplied (From To dates)	Type of paper/ printing work supplied	Total Quantity of Security paper supplied	Supporting evidences" (LOI/LOL/Work order/ Agreement/Completion Certificate)

(Signature and name of Authorized Representative)

Annexure 5: No Blacklisting certificate

(On a Stamp Paper of Value Rs 100)

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

No-Blacklisting Affidavit

IM/s..... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/director/s are not barred by Government of Uttarakhand (GoUK) / any other entity of GoUK or blacklisted by any state government or central government/department / Local Government/agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the..... (Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this.....
.....Day of..... 2024

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 6: Format of power of attorney for authorizing Bidder's Signatory
(On a Stamp Paper of Value Rs 100)

(To be submitted only if the signatory to the bid is not directly authorized by the Board of the company/co operative or by Partners of the bidding firm. In case of proprietorships, it is insisted that the proprietor must sign the bids and hence this POA is not required)

KNOW ALL MEN by these presents that we,..... **[name of the Company/partnership firm/proprietorship firm]**, a company incorporated under the Companies Act 1956,/ Firm having partnership deed as per partnership act and having its Registered Office/ office at **[Address of the Company/partnership firm]** (hereinafter referred to as "Company/firm"):

WHEREAS in response to the RFP for**[Name of the Assignment]** ("Project"), the Company/ firm is submitting Bid Comprising Technical Bid physically while price Bid through online submission for the project in Dehradun to Director, Geology and Mining, Uttarakhand and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr..... son of..... resident of..... holding the post of as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT..... **[name of the company/firm]** do hereby nominate, constitute and appoint..... **[name & designation of the person]**.....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say:

To act as the Company's/firm's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

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

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

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on..... Day of....., 2024 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]	----- [name & designation of the person] ----- [name & designation of the person]
--	--

Annexure 7: Undertaking
(On a Stamp Paper of Value Rs 100)

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

Dated this----- day----- of 2024

Signature

(Company Seal)

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

Signed by

Authorized Signatory with designation

Annexure 8: Indicative Format of Price Bid

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through www.uktenders.gov.in Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)

- a) Authority hereby covenants to pay the rate for supply of Security paper to Agency/ Supplier for the Scope of the Work and Specifications specified in Part II of the RFP and as per the payment terms specified in sub clause 2 of Part IV at agreed price specified hereunder,

Sr. No.	Delivery and Distribution Type	Price for design, supply & distribution of Security Paper with Hologram and Dandy mark as per Specifications provided in clause 2 of Part II of the RFP as per the Scope of Work. (Inclusive of all taxes except GST) (Rs. per Page)
A.	At all 13 District across State of Uttarakhand	

- b) Above rates include cost of material, designing and printing, supply & freight, manpower and distribution charges.
- c) Applicable GST at the time of invoicing, over and above rate specified in table above, shall be paid by Leaseholders.
- d) All taxes EXCEPT applicable GST must be included in the price quoted. GST shall be payable extra at the applicable rate on the invoice. Evidence of applicable rate shall have to be provided.
- e) The lowest bidder will be decided based on above.

Each Bidder must quote his rates after thorough reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. ***Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.***

Annexure 9: Format for Bank Guarantee for towards Bid security/Earnest Money
Deposit

(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

To,

Director,
Geology and Mining, Uttarakhand,
Bhopalpani, Raipur-Thano Road, Dehradun.

This Deed of Guarantee is made on this----- day of-----, 2024 at----- by-----
----- a Approved Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at----- and a Branch Office at-----, (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of "Director, Geology and Mining, Dehradun" having its Office at Dehradun (here in after referred to as "DGMUK" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the DGMUK undertook the process of competitive bidding in order to select the most desirable firm/company for----- ("RFP Name), for which purpose DGMUK issued a Request for Proposal ("RFP") document inviting Bids from the Bidders;

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the execution of the Works (hereinafter called "the Bid").

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) If the Bidder withdraws or modifies his Bid during the period of Bid Validity specified in the RFP; or
- (2) If the Bidder refuses to accept the correction of errors in his Bid; or
- (3) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by DGMUK, or
- (4) If the Bidder, having been notified of the acceptance of his Proposal by the DGMUK during the period of Bid validity and the bidder fails or refuses to execute the Agreement in accordance with the RFP documents;

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to DGMUK a sum of Indian Rupees (Rupees) without any protest or demur and upon receipt of first written demand from DGMUK, without having to substantiate his demand, provided that in his demand DGMUK will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiry of the Bid Validity (i.e----- days from Bid Due Date) or as it may be extended by the bidder on a written request by DGMUK, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Dehradun and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible AND encashable at any of our Dehradun Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this----- day of----- and year first herein above written.

Signed and delivered by the above named----- authorized by Bank by its Authorized Signatory as

Board Resolution passed on-----

Power of Attorney dated [.....]

Authorized Signatory

Name:

Designation:

In the presence of:

1.

2.

Annexure 10 Format for Bank Guarantee for Performance Security

To,

Director,
Geology and Mining, Uttarakhand,
Bhopalpani, Raipur-Thano Road, Dehradun.

Contract No.....Date.....

- i) This Deed of Guarantee made this day of..... 2024..... between Bank of(hereinafter called the "Bank") on the one part, and Director, Geology and Mining Uttarakhand, Bhopalpani, Raipur-Thano Road, Dehradun, India hereinafter called "the Authority") of the other part.

Whereas authority has awarded the Contract for design, supply and distribution of Special Security Paper. (Hereinafter called the Contract) to:----- (Name of Supplier) (hereinafter called the Supplier).

- ii) AND WHEREAS the Supplier is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs..... (Amount in Figures and words).

- iii) NOW, WE THE UNDERSIGNED----- (Name of Bank)-----do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs.----- (Rupees----- only) without any demur, merely on receipt of a demand in writing on or before----- (expiry date) from the Authority stating that the amount claimed is due and payable by the Supplier. Any such written demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority (DGMUK) any guaranteed money so demanded notwithstanding any dispute raised by the Supplier in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.

- iv) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement till (expiry date).

- v) This Guarantee is valid for a period of (Duration in days (months) in figures and words) from the date of signing of Agreement. We undertake not to revoke this guarantee during its currency without the written consent of the Authority,

- vi) At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Supplier or if the Supplier fails to start of the its Scope of Work within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under RFP/Contract, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Supplier.

- vii) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.

- viii) The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed (i.e. Guarantee during its currency).
- ix) We, the Bank, undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing. This Guarantee shall be valid up to----- and we undertake to renew/extend this Guarantee from time to time as demanded by the Authority upon receipt of request from the Consultant on or before expiry date.
- x) The expressions "the Authority", "the Bank" and "the Supplier" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the----- day of -----2024----- being herewith duly authorized.

For and on behalf of the-----Bank

Signature of authorized Bank official

Name

Designation

Stamp/Seal of the Bank:

Signed, sealed and delivered

For and on behalf of the Bank

by the above named-----

in the presence of:

Witness 1:

Signature

Name

Address

Witness 2:

Signature

Name

Address

Annexure 11: No case pending with the Police Certificate

(On a Stamp Paper of relevant Value and Notarized)

I M/s..... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/director/s are not having any police case pending in Uttarakhand or by any other state or central police in India as on the..... Date) (Bid submission

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this..... Day of..... 2024.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person