



Gujarat Mineral Development Corporation Limited

Request for Quote

for

Supply and Commissioning of Email Security Solution

At

GMDC

RFQ Number : GMDC/IT/Email Security/06/2023-24

**General Manager (IT)
Gujarat Mineral Development Corporation Ltd.
(A Govt. Of Gujarat Enterprise)
CIN : L14100GJ1963SGC001206, GST : 24AAACG7987P1ZT
Khanij Bhavan, 132' Ring Road, University Ground, Vastrapur,
Ahmedabad 380 052
EPABX :079-27913501, 27913200
E-mail : tenderit@gmdcltd.com, Website : www.gmdcltd.com**



RFQ NOTICE
RFQ number :GMDC/ IT/Email Security/06/2023-24

Brief Description of Work	Supply and commissioning of Email Security Solution for 1000 Users of Microsoft 365.
Period of contract	3Years of Supply and services
Availability of RFQ	RFQ shall be floated on the GMDC website (www.gmdcltd.com) and n-procure portal (https://tender.nprocure.com). Bids shall be required to be submitted online on the n-procure portal (https://tender.nprocure.com).
RFQ Processing Fee	₹5,900/- (Rupees Five Thousand Nine Hundred only) including GST @ 18% in the form of Demand Draft (DD) issued by the banks approved by the Finance Department, Government of Gujarat vide GR. Released from time-to-time (except Co-operative banks) in favor of "Gujarat Mineral Development Corporation (GMDC)" payable at Ahmedabad. Relaxation in terms of submission of RFQ Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 as on the bid submission date.
EMD (Earnest Money Deposit)	₹1,25,000/-(Rupees One Lac Twenty Five Thousand Only) in the form of Demand Draft (DD) or in form of Bank Guarantee issued by the Banks approved by Govt. of Gujarat except Co-Operative banks as specified Finance Department, GR. Released from time-to-time in favor of "Gujarat Mineral Development Corporation (GMDC)" payable at Ahmedabad. Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 as on the bid submission date.
Commencement of RFQ	16/09/2023
Last date of submission of bid through online	10/10/2023 up to 18:00 Hrs.
Last date of submission of physical documents i.e. EMD, RFQ Fee etc.	10/10/2023 to up to 18:00 Hrs. at GMDC, Ahmedabad.
Date for online opening of preliminary bid.	10/10/2023 at 18:30 Hrs. at GMDC, Ahmedabad.
	1. GMDC reserves absolute right and discretion to accept and reject any or all of the RFQs received, invite a fresh bid at any stage, or split the work between more than one bidder.



**General and Important
Terms and Conditions**

2. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFQ document. Conditional RFQs shall not be entertained and will be rejected summarily without assigning any reasons whatsoever.
3. GMDC may issue corrigendum at any time during the period between the publication of the notice and the submission of bids for the RFQ on the website. The bidders in their own interests are advised to visit the website regularly until the last date for submission of the bid. No separate newspaper advertisement will be released for the amendments or corrections.
4. GMDC reserves the right to modify or alter any condition of the RFQ.
5. The bidders shall have to submit their price bid online at <https://tender.nprocure.com>. Physical price bids shall not be accepted and shall be rejected summarily without assigning any reasons whatsoever.
6. Failure to submit a bid online in the stipulated time due to any reason whatsoever by any bidder shall result in disqualification of the bid. In such circumstances, a bid physically submitted along with supporting documents, RFQ processing fees, EMD amount, etc. shall not be considered a bid submitted, and the same will be returned back to the bidder without opening the same. GMDC reserves the right to take a suitable decision in this regard.



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1. Purpose of the Document

GMDC invites request for quote under three part bids from manufacturers or authorized dealers/ distributors for “Supply and commissioning of Email Security Solution for GMDC with 3years onsite support for GMDC” as per the specifications and quantity mentioned in this document. Interested firms may submit their RFQ and the bids with all relevant certificates, documents, etc.,

2. About GMDC

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer company in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in Gujarat. GMDC’s mining activities are spread all over Gujarat. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese. GMDC has also set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch.

3. General Instructions to Bidder

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

3.1 Cost of Bidding

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

3.2 Due Diligence

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

3.3 Clarification of Bidding Documents

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

3.4 Amendment of RFQ Document

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

3.5 Contact Details

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

General Manager (IT)
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad 380 052
(EPABX :079-27913501, 27913200)
E-mail : tenderit@gmdcltd.com

3.6 Language of Bid

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

3.7 Late Bids

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

3.8 Right to Accept Proposal

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

3.9 Period of Validity of Bids

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

3.10 Change in Law

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

3.11 Sub Contract

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

3.12 Consortium / Joint Venture:

Consortium / Joint Venture are not allowed.

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

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

4. Statutory Obligations

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

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

5. RFQ Processing Fee

The RFQ Processing Fee is ₹5,900/- (Rupees Five Thousand Nine Hundred only) to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order/NEFT-RTGS as mentioned in RFQ notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the RFQ will not be considered for scrutiny and will be out rightly rejected.

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

6. Earnest Money Deposit

A non-interest bearing Earnest Money Deposit ₹ 1,25,000/-(Rupees One Lac twenty five thousand Only) in any of the following forms:

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

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.

OR

- Bank details for submitting RFQ Processing Fees and EMD through NEFT/RTGS:

Bank Name : ICICI Bank

Name of beneficiary : GUJARAT MINERAL DEVELOPMENT CORPORATION LTD. Address : JMC house Branch, Ambawadi, Ahmedabad

Account No : 0024050193 79 IFSC Code : I C I C 0 0 0 0 2 4

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

7. Security Deposit

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

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

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

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

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

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 42 (Forty Two) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR for approved bank). It should be valid for a period of not less than 42 (Forty Two) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

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

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

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

8. Procedure for Submission of the Bid

8.1 Offers prepared in accordance with the procedures enumerated below.

8.2 Bid should be submitted **online** at <https://tender.nprocure.com> on or before the last date and time as prescribed in this RFQ.

8.3 The bidder should submit their bids in THREE parts

8.4.1 Pre-qualification bid (Details of EMD and RFQ Fee),(Online & Offline)

8.4.2 Technical Bid (Offline)

8.4.3 Price Bid (Online Only)

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

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

9. Eligibility and Qualification Criteria of Bidder

9.1 The bidder should be a Company Registered under Company act or LLP Act 2008 and should be in business for at least Ten (10) years as on March 31, 2023. Copy of registration certificate must be submitted.

9.2 The bidder should have a minimum average annual turnover of at least Rs. 2 Crore over the last three (3) years i.e. FY 2019-20, 2020-21 and 2021-22. Supporting the fact, the bidder should furnish Audited annual reports for FY 2019-20, FY2020-21 & FY2021-22.

9.3 Bidder must have a positive Net Worth for financial year of FY 2019-20, 2020-21 and 2021-22. Supporting the fact, the bidder should furnish Audited annual reports for FY 2019-20, FY2020-21 & FY2021-22.

9.4 The bidder shall be the Manufacturer of or authorized Reseller/distributors for respective OEM Bidders participating in the capacity of authorized dealers/distributors shall enclose Manufacturer's Authorization Form (MAF) for selling/distributing the products.

9.5 The bidder must have experience in to Supply and commissioning of Email Security Solution in last three years (as on bid submission). Evidence of experience shall be established with copies of

minimum three purchase orders and certificates of satisfactory completion of supply from the institution/organization. The value of the contract should not be less than Rs.25 Lac.

9.6 The Bidder or its directors have not been blacklisted by any Government Organization, in last 5 years from the date of uploading of RFQ. The Bidder will submit a declaration to this effect as per the format provided in annexure “D” of the RFQ Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

10. Evaluation of Bids

10.1 Document submitted by bidders shall be evaluated strictly on RFQ terms and documentary proofs received by GMDC duly authenticated by GMDC. Only the eligible bidder shall be considered for financial evaluation.

10.2 The L-1 will be considered on the basis of lowest quoted rates (all inclusive except GST).

10.3 It is absolutely essential for the successful Bidder to quote the lowest price at the time of making the offer in their own interest. GMDC, however, will have the discretion to choose to enter into any price discussion.

11. Scope of Work

11.1 This section summarizes the overall scope of work perspective vendor shall ensure that following is carried out as per the agreed technical, design and contractual requirements with the agreed timelines and commercials.

- Project Implementation -Initial configuration, testing, migration of current setup/services and go-live
- Issues Resolution – The complaints with respect to the solution are resolved that includes any service impact as well on an ongoing basis
- Preventive Maintenance -The annual calendar for maintenance is defined and complied accordingly
- Updates and Upgrades -All the software updated / upgrades shall be carried out on an ongoing basis
- Training: Vendor has to provide the training to GMDC IT team to manage the Solution
- Configuration: OEM has to verify the and certified that service has been configured properly all required functionality and optimized performance
- Security Check: OEM will verified/certified all security check parameters as per the best practices.
- Log Monitoring : Training, Log Monitoring & Log Analysis for 1 Month.



12. Technical Specification :

Sr. No.	Could App Security Functional Specifications	OEM Compliance
1	The email security solution should be fully cloud-based (SaaS)	
2	The Proposed solution service availability should be 100% uptime.	
3	The Proposed solution Spam effectiveness should be 99% or more.	
4	The Proposed solution must not allow any known malware through	
5	The proposed solution must integrate with Office 365 using application programming interfaces (APIs), maintaining all user functionality without rerouting email traffic or setting up a web proxy or requiring changes to DNS MX records	
6	The solution must provide online prevention (not just detection and/or remediation), that is, mail interception before it reaches the end user.	
7	The solution must provide protection against the following Cyber-attacks: <ul style="list-style-type: none"> • Prevention of Email Attacks (Phishing, Spoofing, Spam) • Malware Prevention (in mail, collaboration tools and storage) • Zero-day Malware Prevention with Sandboxing (in mail, collaboration tools) and CDR Document Cleaning • User anomalies and anomalous logins (Signs of account theft). • Unauthorized use of SaaS applications also known as Shadow IT 	
8	The solution must be able to capture and analyze all incoming emails from internet to O365 mailboxes.	
9	The solution must be able to capture and analyze all outgoing emails from O365 mailboxes to internet.	
10	The solution must be able to capture and analyze all O365 internal email flows (from O365 mailbox to O365 mailbox)	
11	The solution must be able to capture and analyze all Teams, SharePoint and OneDrive for business files.	
12	The solution must support both real-time scan to protect data in motion and manual scan for data at rest	
13	The solution deployment must NOT change company network settings or change MX records	
14	The solution must not impact or affect user email delivery or file sharing in case of service disruption or unavailability (pass-through)	
15	The solution must be able to prevent the delivery of an identified suspicious/threatened email and files	
16	The solution must be able to detect threats in emails and should be deployed inline, blocking the threat before it reaches the inbox	
17	The solution must meet data sovereignty requirement that data must stay at its own region or country.	
18	The solution must have an ISO27001 certification for the management of security of the Cloud infrastructure	
19	The solution must perform standard malware scan feature (based on pattern, fingerprint or behaviour)	
20	The solution protects Non-Office 365 cloud applications like Box, Dropbox, Google Drive, etc.	
21	The solution perform web reputation filtering (based on sender reputation, emails URLs/links)	
22	The solution must be able to do data leak prevention (DLP) and advanced malware protection for Box, Dropbox, Google Drive, SharePoint, OneDrive, and Teams	



23	The solution must have Role Based Access (RBAC) compliant for access right management to the console.	
24	The solution must be able to restrict access to quarantined email and email content through a dedicated role	
25	The solution is able to distinguish access to features and parameters based on roles	
26	The solution quarantine management supports keyword based search to quickly identify quarantined items	
27	The solution supports AD user/group based security policy setting	
28	The solution has to be with a high availability feature and not decrease the SLA of Office 365	
29	The solution must be able to notify an administrator based on customized threshold	
30	The solution must be able to notify an internal recipient in case of quarantined/deleted/cleaned email.	
31	The solution must be able to send email alert events to a SIEM.	
32	The solution should allow the creation of rules for entering and exiting emails.	
33	The solution should be able to allow Sender and Recipient Filtering to at least: Senders approved by email address or domain, Senders blocked by email address or domain, and validate email entry recipient.	
34	The solution should be able to detect signature-based spam and patterns.	
35	The solution should have Anti-Phishing Protection.	
36	The solution should have Anti-Spear-Phishing Protection.	
37	The solution must have Machine Learning.	
38	The solution must be able to check display name that matches key stakeholders and perform message content analysis to detect phishing attacks	
39	The solution must have Anti-Ransomware Protection.	
40	The solution should have Url's analysis on the body, attachment and hyperlinks of the email.	
41	The solution must be able to check suspicious URL that do not have any reputation in real time	
42	The solution shall employ machine learning that will profile the writing style of key stakeholders for detection of phishing attacks	
43	The solution must be able to check suspicious URL that do not have any reputation for any visual resemblance to key websites such as Outlook Web and PayPal login pages. This should be done in real time	
45	The solution must use multiple operating systems and extensive anti-evasion technology sandboxing technology	
46	The solution should be able to push logs (user & admin) to a remote SIEM	
47	The solution must retain logs (user & admin) for at least 6 months	
48	The solution must be able to display dashboard for the current day, week, month with: - the number of emails scanned, not scanned, suspicious, blocked, quarantined - the risk level of suspicious emails, - top 10 of malware detected, - top 10 of mailbox with suspicious activity	
49	The solution must provide ransomware protection specific visibility	



50	<p>The solution must be able to generate a detailed report related to the result of a submission. These results must contain:</p> <ul style="list-style-type: none"> - the date and time of submission, scan, end of scan, end of action - the name of suspicious file/email - the process of detection (to reproduce them if needed) - the result or risk score of the analysis - the risk associated to the exploitation of this threat on a vulnerable machine - the estimated impact regarding organization infrastructure and environment - the list of modified system files (registry, system files, boot, etc...) - the list of URL used for C&C or Downloading the payload/threat - the list of files used/read by the threat - the list of threat identification per antivirus vendors 	
51	The solution must be able to generate a 'high-level' report based of the number of emails submitted, their submission results including the estimated impact and risk.	
52	Reports must be schedulable	
53	The solution must be able to send reports as mails or as mail attachments to a set of administrators	
54	The solution dashboard should be customizable	
55	The solution must be able to perform manual scanning of resting emails using the latest signature set to detect and quarantine emails	
56	If a file is listed as password protected, the solution should attempt to extract the password by various techniques such as looking for the password in the body of the email and if the password is found, it should use the password to decrypt the file and inspect it for malware. If not found, it should ask the user to provide password	
57	The solution must be able to perform remediation such as deletion of emails after performing investigation steps as described above	
58	The Solution Should be able to integrate with Central Data Leak of the vendor	
59	The Solution should be capable of Searching for IOC's on all mailboxes	
60	The Solution should be capable of Searching based on 3rd party intel across all Mailboxes	
61	Proposed solution provider should not use 3rd party AV capability to inspect traffic against anti malware threats	
62	The Solution Should be able to delete/quarantine mail as part of remediation of search/triage	
64	The proposed solution must be listed in the leading /Strong Performer quadrant of the latest Forrester Wave Enterprise Email Security and recommended in AV-Test	
65	OEM must have contributed at least 30 zero-day/undisclosed vulnerabilities of Microsoft continuously from past 5 years and data should be publicly available.	

13. Delivery & Installation

The successful bidder shall have to Supply and Implement the solution within 30 Days from the date of placement of LOI/WO.

Duration of Contract : 36 months, it will be renewed every year based on the performance

14. Liquidated Damages (LD)

14.1 GMDC reserves the right to levy liquidated damages @ of 0.5% of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 10% of the order value. GMDC reserves the right to cancel the order in case of inordinate delay in delivery of material and services. More than 3 days will be counted as a week for determination of liquidated damages.

15. Goods & Service Tax

15.1 All Bidders are required to submit their GST number and date in the bid. Bid received from unregistered Bidder will not be considered and out rightly rejected.

15.2 Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Successful Bidder as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the Successful Bidder under the said contract subject to production of documentary proof and Successful Bidder will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

16. Payment Terms

Sr. No	Milestone for Works	Amount
1	Installation and commissioning of Email Security Solution	100% of the Yearly total cost
2	Additional License Cost after delivery and Installation.	100% of Prorate Cost for remaining Months will be Paid.
3	Training, Log Monitoring & Log Analysis	100% after completion of server every month.

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

- Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
- Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
- Liquidated damages,
- Other deductions, if any.

17. Canvassing Not Permitted

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

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

18. Acceptance of Offer

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

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

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

19. Notice

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

20. Bankruptcy

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

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

21. Governing Law

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

22. Jurisdiction

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

23. Arbitration

All questions, disputes, differences whatsoever which may at any time arises between the parties to this RFQ and subsequent contract in connection with the RFQ and subsequent contract or any matter arising out of or in relation there to, shall be

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

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

24.1 If the Successful Bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Successful Bidder. This however, shall not absolve the Successful Bidder from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Successful Bidder and the Successful Bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.

24.2 Likewise, if the Successful Bidder does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Successful Bidder and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful Bidder.

24.3 For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and or alter the contract and / or bifurcate and / or increase and / or reduce the contract work at any time without giving any notice or reason to the Successful Bidder and without incurring any responsibility.

25. Foreclosure

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

26. Force Majeure

26.1 Force majeure is herein defined as any cause which is beyond the control of the Successful Bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially

affect the performance of the contract, such as:

- a) Natural phenomena such as floods, draughts Cyclone, earthquake and epidemics, declaration of war.
- b) B) Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

26.2 The Successful Bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.

26.3 For delay arising out of Force Majeure, the Successful Bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Successful Bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

26.4 If any of the Force Majeure conditions exists in the place of operation of the Successful Bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

26.5 The Successful Bidder or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to the hereinafter provided, be extended by a reasonable time.

27. Annexure "A" Bank List

Annexure I.

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

Date: 21/04/2023

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

❖ **All Nationalized Banks**

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

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

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



(S. Chhakchhuak)

Additional Secretary (Budget)

Finance Department

-----XXXXX-----



28. Annexure “B” Estimated Bill Of Quantity

Sr	Item Description	Qty
1	Email Security Solution as per required feature mentioned in the RFP	1000

Note:

1. Yearly Price to be fixed for 3 Years. Contract will be on Yearly basis and extended every year for 3 Years based on the performance.
2. Additional License will be procured as and when required during the contract duration. Payment will be made on prorated basis.

29. Annexure “C” : Instruction To Bidders For Online RFQ

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

1. Bidders who wish to participate in online RFQs will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
2. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

(n)Procure Cell

(n)Code solutions A division of GNFC

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

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

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

3. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online RFQ process is not possible without a valid digital signature certificate.
4. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of RFQ submission.
5. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.



6. Bidders who have no facility to participate in on-line RFQs are requested to contact (n) code solutions for the same.
7. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above in Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
8. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly at the above-mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:

a. GMDC:

Contact Person: General Manager (IT)

Contact numbers: 079-27913200/3501

E-Mail: tenderit@gmdcltd.com

GNFC:

Contact Number: 079- 26857316/17/18 E-Mail: nprocure@gnfc.net



30. Annexure "D" : Declaration

(On letter head of the Bidder)

DATE:

To,
The General Manager (IT),
Gujarat Mineral Development GMDC Ltd.,
"Khanij Bhavan", 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380015

Dear Sir,

I/we here by solemnly declare that

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

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

Yours faithfully,

Signature and Stamp of the Bidder



31. Annexure "E" : Check List of documents enclosed with RFQ

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

32. Price Bid

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

Section A: Supply Component

Sr. No.	Description	Qty	Unit Yearly Price (Without Tax)	Total Amount Yearly (Without Tax)
1	Email Security Solution as per required feature mentioned in the RFP. Training, Log Monitoring & Log Analysis for 1 Month should be included.	1000		

Section B: Additional Training & Log Monitoring

Sr. No.	Description	Qty	Unit Price (Without Tax)
1	Training, Log Monitoring & Log Analysis	1 Month	

Note:

1. Yearly Price to be fixed for 3 Years. Contract will be on Yearly basis and extended every year for 3 Years based on the performance.
2. Additional License will be procured as and when required during the contract duration. Payment will be made on prorated basis.
3. L1 Will decided on the basis of Section A of the Price Bid.
4. Additional monthly service charge for Training, Log Monitoring & Log Analysis to be quoted by bidder for 1 Month . GMDC may procure the service if required post one month.

33. Format for Eligibility Evaluation

<u>Sr</u>	<u>Condition</u>	<u>Eligible</u>	<u>Documents attached</u>
<u>1</u>	The bidder should be a Company Registered under Company act or LLP Act 2008 and should be in business for at least Ten (10) years as on March 31, 2023. Copy of registration certificate must be submitted.		
<u>2</u>	The bidder should have a minimum average annual turnover of at least Rs. 02 Crore of the last three (3) years i.e. FY 2019-20, 2020-21 and 2021-22. Supporting the fact, the bidder should furnish Audited annual reports for FY 2019-20, FY2020-21 & FY2021-22.		
<u>3</u>	Bidder must have a positive Net Worth for the last for financial year of FY 2019-20, 2020-21 and 2021-22. Supporting the fact, the bidder should furnish Audited annual reports for FY 2019-20, FY2020-21 & FY2021-22.		
<u>4</u>	The bidder shall be the Manufacturer of or authorized resellers/distributors for Email Security Solutions shall enclose Manufacturer's Authorization Form (MAF) for selling/distributing the products.		
<u>5</u>	Experience of Supply, Implement and Support for Email Security Solution (as on bid submission). Bidder must furnish minimum 3 End Customer PO along with successful Installation Report. The value of the contract should not be less than 25 Lac.		



34. (Format for Affidavit)

A F F I D A V I T

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

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

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

**SIGNATURE OF THE BIDDER
WITH SEAL**

Dated



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

To,

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

Dear Sir,

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

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)



36. Format Of Bank Guarantee For Earnest Money Deposit (EMD)

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

..... (Name of the Bank)
Address.....Guarantee No.....
A/C Messer’s..... (Name of Bidder)
Date of Expiry..... Limit to liability (currency & amount).....
Invitation For RFQ No..... dated.....(bidding document)
For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

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

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called “GMDC”) which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called “Bidder”) from demand under the terms and conditions of “Technical Bid Document” (hereinafter called the said “Bidding Document”) issued by the GMDC vide RFQ No. _____ for the work _____ (Name of the facilities) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____ (_____ only) (figure in words).

1. We the _____ (Name of Bank) hereinafter referred to as “Bank” having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder’s failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be



conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____

3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceedings are taken against Bank hereunder be outstanding or unrealized.
7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharge our liability hereunder dated _____ day of _____ 20 .
_____ for _____ (Name of Bank)

Yours faithfully

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

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

**Gujarat Mineral Development Corporation Limited (GMDC)
132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad. Bank Name: ICICI Bank Ltd
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037 MT760**