

Request for Proposal

Providing Non-Technical Manpower on Outsourcing Basis

To

Gujarat Mineral Development Corporation



GMDC/HR/0623-A/2023

Gujarat Mineral Development Corporation Limited

Khanij Bhavan, 132 ft Ring Road,

Gujarat University Ground Floor, Vastrapur,

Ahmedabad-380052

DISCLAIMER

This Request for Proposal is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders interested for providing Non Technical Manpower on outsourcing basis the Gujarat Mineral Development Corporation Ltd in Gujarat State.

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, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied, or referred herein.

This Request for Proposal may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation, and particular needs of each Proposer/Bidder who reads or uses this Request for Proposal. Each Proposer/Bidder 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.

Bidder should carefully examine and analyze the Request for Proposal and bring to the notice of GMDC any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, 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 captioned subject.

GMDC 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 Request for Proposal or in any material on which this Request for Proposal is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Request for Proposal as per its requirements. GMDC 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 bidder shall bear all 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 GMDC 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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DEFINITIONS

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

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd who shall appoint the Bidder for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate which is a Limited Liability under LLP act, registered Partnership firm, a company registered under the Indian Companies Act 1956/2013 or Sole Proprietorship Firm, Partnership firm which submits a Bid to provide Non-Technical Outsourced Manpower at various offices/projects of the Gujarat Mineral Development Corporation Ltd in Gujarat State 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. **Bid/Proposal** means the Bid submitted by the Successful 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 there of as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 1.5 of SECTION III
5. **“Agreement/Contract”** is the agreement entered in to between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and “Successful Bidder” comprising of all terms and conditions stated in this RFP.
6. **“Corrupt practice”** shall have the meaning ascribed there to under clause 8 of SECTION III.
7. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION III.
8. **“Fees/Service Charges”** shall mean the charges payable by GMDC for providing, Non-Technical Outsourced Manpower at various offices/projects of the Gujarat Mineral Development Corporation Ltd
9. **“Composite Score”** shall mean score obtained by Successful Bidder as per the formula provided in clause 5.4.

10. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION III
11. **“Evaluation Process”** means steps of evaluation specified in clause 6 of SECTION III
12. **“EMD/Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder.
13. **“Financial Score** shall mean score obtained by Bidder as per the formula provided in clause of SECTION III.
14. **“Letter of Award”** shall have the meaning ascribed there to under clause 7 of RFP SECTION III.
15. **“Non-Technical Outsource Manpower on Outsourcing basis”** means where GMDC or any other Organization hires Non-Technical manpower from external organization to perform certain defined jobs/operation/functions of GMDC projects /Offices / Mines/Plant.
16. **“Parties”** means the parties to the Agreement and “Party” means either of them, as the context may admit or require.
17. **“Preferred Bidder”** shall have a meaning specified in clause 6.4 (ii) of RFP SECTION III.
18. **“Successful Bidder”** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.
19. **“Terms of Reference/Scope /Consultancy Work”** means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the bidder is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION II of RFP.
20. **“Technical Score”** shall mean score obtained by bidder as per the Technical Score system provided in clause 5.2 of RFP SECTION III.
21. **“Third Party”** means any Person other than GMDC and the bidder.

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.

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is the leading State-owned Mining and Minerals Company of Gujarat with operational experience over 50 years and having product portfolio across mining, value added products and power.

GMDC is a zero-debt company listed on National and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat. It stands fifth in terms of market capitalization (Rs 4800crore/USD 580m) among its peers as on December, 2022.

GMDC's mining activities are spread across the state of Gujarat in Kutch, Dev Bhoomi Dwarka, Panchmahal, Bhavnagar, Bharuch, Surat and Chhota Udepur districts. It currently mines Lignite, Bauxite, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and, Limestone .It has five (5) operational lignite mines and six (6) upcoming lignite mines. GMDC also value adds to minerals through works such as pyrite removal from lignite, beneficiation of bauxite, and beneficiation of Low-Grade Manganese. The Company has setup 2x125 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, wind power plant of 200.9 MW at Maliya , Jodiya, Godsar, Bhanvad, Bada, Baradiya, Rojmal and Solar Power plant of 5MW at Panandhro Project. GMDC has also put step forward in the business of Coal Mining by successfully bidding for two coal mines at Odisha.

GMDC requires Non-Technical Outsource Manpower Supplying Agency for various offices/projects of GMDC Ltd.

SECTION II: TERMS OF REFERENCE/SCOPE OF WORK

The detailed Terms of Reference, Deliverables and Timeline are specified in this section.

1. SCOPE OF WORK

At present GMDC is availing services of 198 no of Non-Technical manpower on outsourced basis under different categories such as Assistant, Driver, Peon, Cook, Data Entry Operator etc. However, this number may vary as per the actual requirement of GMDC from time to time.

In order to have various types of skilled, semiskilled & unskilled non-technical manpower relating to various categories and to have smooth operation of various projects of GMDC, GMDC requires a bidder for providing manpower on at various offices/projects of GMDC Ltd considering the following Scope of Work:

- a) Supply of Non-Technical manpower on outsourcing basis as per requirement of the services specified by GMDC.
- b) This shall include Sourcing, pre-screening, conducting selection process as per criteria specified by GMDC management from time to time, if required, referral checks, and ensuring timely joining of the selected candidates in consultation with concerned GMDC official. GMDC reserves the right to ask the Successful bidder to remove and/or replace any manpower deployed for unsatisfactory performance, unethical conduct etc.
- c) Successful Bidder shall provide android / web based on boarding facilities and consolidated report as and when required by the GMDC management.
- d) GMDC reserves the right to request necessary background/police verification or reference checks wherever required, which Successful bidder must comply with.
- e) Creating and maintaining Manpower Master data base in respective statutory records/forms specified by the applicable labor legislations at a particular work place (including local state and central legislations). The Successful bidder will ensure that all the statutory obligations of the bidder and principal employer are complied with.
- f) On selection in consultation with GMDC management Successful bidder shall issue offer letter, appointment letter, extension letter, experience certificate, I Card or any other document required by the GMDC management to the Non-Technical outsourced manpower during the employment cycle.
- g) Payroll processing and benefits administration viz. Payroll & Benefits, Pay slips, tax computation, Form-16, salary disbursement and reimbursement and claims processing.
- h) Leave monitoring and record management with the Software. Successful bidder shall provide rights to their Non-Technical outsourced manpower and GMDC Official for management of Leave records.
- i) Comprehensive Statutory & Regulatory compliance of all local, state and Central

legislations including but not limited to Income Tax, Contract Labor (Regulation and Abolition) Act, Professional Tax, GST, EPF, Bonus, Gratuity, ESI or Employees Compensation Act, Payment of wages Act, Minimum Wages Act, Mines Act/rules/regulations, Factories Act, GLWB, etc.

- j) Redressal and resolving any dispute arising out of issues related to compliance against legislations mentioned in mentioned herein above and in the RFP document is the sole responsibility of the Successful bidder. GMDC will provide related documents as in principal employer's scope.
- k) All applicable Labour and industrial Laws and subsequent amendment thereto shall be applicable to the Successful bidder and manpower; the same shall be duly complied with. The Successful bidder will further indemnify GMDC for statutory compliance and employee benefits of the manpower supplied.
- l) Full and final settlements of manpower in case of separation/retirement. The Successful bidder has to submit documents and record pertaining to final settlement.
- m) Successful bidder will provide monthly invoices for payment of monthly wages to manpower engaged at various work places. Payment of actual and service charge basis ,the finalized contract will be done by GMDC on a monthly basis.
- n) Providing services for administering all benefits as per legislations mentioned in point no. g. Actual reimbursement of EPF and ESI contributions/WC Policy premium & bonus will be reimbursed by GMDC on production of necessary documents and invoices on monthly basis. In case any other payment made by Successful bidder under consultation with GMDC as a part of statutory benefit will be reimbursed.
- o) The Successful bidder will respond promptly and responsibly to any charge of misconduct of any kind by manpower supplied and ensure speedy resolution of the matter as per guidelines set by GMDC. For any misconduct relating to the Non-Technical outsourced manpower, Successful bidder will be liable for further action.
- p) The Successful bidder shall make sure that the engaged employee are not participating in any illegal strike, slowdown or any mass gathering which will hamper the production activity of GMDC.
- q) The Successful bidder shall have to nominate one incharge who can look after the functioning of the contract and overall supervision. The Coordinator (Minimum Graduate with Two years Experience) will have to be deputed at Corporate Office, Ahmedabad and for which no separate salary/compensation shall be payable by GMDC. The Successful bidder shall have to reconcile the data relating to Accounts and Manpower strength on monthly basis in order to have smooth functioning of the work.
- r) Requirement of manpower will be intimated in writing separately by concerned officials of GMDC along with the required qualification, experience and remuneration. The Successful Bidder shall provide manpower as demanded within the stipulated time as mentioned in the requisition slip issued by the concerned officials of GMDC failing

which liquidated damages may be imposed considering the reasons attributable to the Successful Bidder. Once the manpower deputed by the Successful bidder at GMDC & if in case of provided manpower who resign /abscond/terminated , Successful bidder must arrange suitable replacement within 30 days in consultation with GMDC.

- s) Providing monthly report to GM /DGM (HR),GMDC as per the instruction.
- t) The Successful bidder shall have to comply with all the laws applicable to any of the project/site.

It shall be responsibility of the Successful Bidder to maintain the muster roll, the wage register and other registers as per the requirement of various statutes mentioned herein above or any other register demanded by the authority.

2. Duration of Contract

The duration of contract for providing Non-Technical manpower on outsourcing basis shall be for a period of Two Years from the date of acceptance of LOA which may be extended further for a period of One year based on performance and mutual agreement. However, GMDC will analyze the performance of the successful bidder at the end of the period.

SECTION III: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1 Bidding Process

- a. GMDC has adopted a single stage one packet online bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in **Request for proposal for providing Non-Technical manpower on Outsourcing basis at various offices/projects of GMDC** (the “**Bidding Process**”). Technical Bid shall be submitted physically where as Price Bid shall be submitted online through <https://gmdc.nprocure.com>. 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**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Terms of Reference 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 SECTION III. Based on Technical evaluation, the Price Bids of only Bidder’s meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in clause 6.2(a), 5.1 and 5.2 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3 and 6.2. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the “**Composite Score**”) derived based on Quality cum Cost based method (the “QCBS”) specified in Clause 5.4 of RFP SECTION III. The Bidder obtaining Highest Composite score shall be considered as Preferred Bidder (the “**Preferred Bidder**”).
- e. The bidders are required to quote Service Charge as per Price Bid Format provided in Annexure 12 of this RFP.

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 by paying a visit to the site and sending written queries to GMDC if any.

1.3 Acknowledgement by Bidder

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

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

GMDC 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 there in or in any information or data given by GMDC.

1.4 RFP Fee

Bidder shall have to submit non-refundable RFP Fee of INR 17,700 (i.e RFP fees of INR 15,000 plus 18% GST). The RFP Fees shall be submitted in the form of a Demand Draft in favour of "Gujarat Mineral Development Corporation Limited" and payable at Ahmedabad along with the Bid as per marking and sealing section. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees unacceptable amount and form shall considered non-responsive and shall be summarily rejected.

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

1.5 Schedule of Bidding

Sr.	Event Description	Date, Time and Address
1	Date from which RFP document will be available	RFP document shall be available from 27/06/2023 from website https://gmddc.nprocure.com
2	Last date for receiving queries/clarifications	Bidders may send their queries by 06/07/2023 upto 18:00 hrs to following contacts or reach out for any assistance. General Manager (HR) Email: persn@gmddcltd.com Address: Address: 2nd Floor, Khanij Bhavan, 132 Ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad
3	Place, Time and Date of pre-bid meeting	07/07/2023 at 16.00 hrs 7th Floor Gujarat Mineral Development Corporation Ltd, Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052
4	Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place on https://gmddc.nprocure.com 14/07/2023 up-to 17:00 hrs and (i) any submission of offline price bid (i.e physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification. A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid. Technical Bid is not to be submitted online, but should be submitted in physical offline mode after the submission of the Price Bid at the designated address by the deadline mentioned.
5	Last Date and Time of Submission of RFP Fees and Technical Bid in Hard Copy	The Technical Bid is to be submitted off line, strictly after the due date for online submission of price bid but on or before 15/07/2023 up to 17:00 Hrs. at GMDDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.
6	Opening of Technical Bid	18/07/2023 at 16.00 hrs Gujarat Mineral Development Corporation Ltd, Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052

GMDDC shall endeavor to adhere to the bidding schedule as specified in above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

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 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. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

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 Ahmedabad shall have exclusive jurisdiction overall 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, GMDC 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 GMDC, 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, GMDC reserves the right to reject any Proposal/Bid if:

- 1) Bid does not meet the Pre-qualification 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 GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
 - 5) Bidder submits conditional Bid.
- d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified/rejected, then GMDC 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 GMDC, including annulment of the Selection Process.

3. RFP Document

3.1 Content of RFP Document

This RFP document comprises the Disclaimer set forth here in above, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.1.

Notice Inviting RFP

SECTION I:	Background
SECTION II:	Terms of Reference/Scope of Work
SECTION III:	Instructions to Bidders (ITB)
SECTION IV:	Service Charge & Payment Terms
SECTION V:	Other Terms & Conditions
SECTION VI:	Annexure

3.2 Clarification to RFP Document

- a) Bidders requiring any clarification on the RFP document may notify GMDC in writing through email at the address provided in clause 1.5 of section III. They should send in their queries on or before the date mentioned in clause 1.5 of section III in order to enable Authority to have adequate notice of the said queries. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC 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 GMDC to respond to any question or to provide any clarification.

- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC 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 GMDC.
- d) PRE-BIDMEETING: Pre-bid meeting shall be held at the Corporate Office, GMDC Ltd on the scheduled date & time, as specified in the bid document. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter related to bid document that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. Representatives of bidder(s) only can attend the Pre-Bid meeting.

3.3 Amendment and corrigendum of Bidding Documents

- a) At any time prior to the Bid Due Date, GMDC 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 here under shall be uploaded on website **www.gmdc.nprocure.com** only. Please note that there is no provision to take out the list of parties downloading the RFP document from the above referred websites. As such Bidders are requested to see the website from time to time before due date of submission of bid to ensure that they have not missed any corrigendum uploaded against the said RFP after downloading the RFP document. The responsibility of downloading the related corrigendum, if any, will be that of the potential Bidder. No separate intimation in respect of corrigendum will be sent to Bidders who down loaded the RFP document from the website as information in this respect will not be available to websites.
- c) In order to afford the Bidders a reasonable time for taking an Addendum in to account ,or for any other reason, GMDC 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 Bidder 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 Submission Format & Sealing and Marking of Proposals

- a) The Technical Bid shall be submitted in Hard copy. The documents and format to be submitted for Technical Bid shall be as follows.

Sr No	Description	Compliance	Page No
1	Annexure-01: Check List	Yes/No	
2	RFP Fees	Yes/No	
3	EMD Fees	Yes/No	
4	Annexure: 02- Letter of Bid Submissions signed by authorized signatory of Bidder	Yes/No	
5	Annexure: 03- Brief about Bidder's Organization	Yes/No	
6	Certificate of registration in India along with RBI approval certificate	Yes/No	
7	GST certificate	Yes/No	
8	PAN details	Yes/No	
9	EPF Registration		
10	Partnership deed	Yes/No	
11	MOA, AOA	Yes/No	
12	Original RFP documents issued along with updated addendums /amendments duly sealed and signed	Yes/No	
13	Whether JV/Consortium		
14	Annexure: 04- CA Certificate for Turnover & Net Worth	Yes/No	
15	Audited Report for FY 19-20	Yes/No	
16	Audited Report for FY 20-21	Yes/No	
17	Audited Report for FY 21-22	Yes/No	

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18	Annexure: 05- Details of the similar contracts handled by the Company/Firm/Agency during the last seven years	Yes/No	
19	Annexure- 06: Top Five Clients to whom Non-Technical Outsourced Manpower supplied in last Two Years	Yes/No	
20	Annexure-07: Location of Branch Offices	Yes/No	
21	Annexure-08: Undertaking	Yes/No	
22	Annexure-09: No Blacklisting certificate	Yes/No	
23	Annexure-10: Declaration Of Unconditional Offer	Yes/No	
24	Annexure-11: Declaration regarding unconditional acceptance of all the terms and conditions of the RFP document	Yes/No	
25	Annexure-12- Indicative Format of Price Bid	Yes/No	
26	Annexure 13: Format for Bank Guarantee for Performance Security		
27	Annexure 14: List of Approved Banks for Performance Security if Bidder intends to submit Bank Guarantee		
28	Annexure 15: Indicative Schedule for Technical Manpower		
29	Annexure 16: ISO Certificate	Yes/No	
30	Annexure 18 Valid Labour License Copy for more than 250 Employees	Yes/No	
31	Any Other supporting Documents	Yes/No	

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexures. All documents of the technical proposal/Bids shall be placed and sealed in an envelope on which the following shall be super scribed:

“Request for Proposal for selection of Agency for Providing Technical Manpower On Basis for GMDC Ltd Technical Bid”

Addressed to:

General Manager(HR),
Gujarat Mineral Development Corporation Ltd
2nd Floor, KhanijBhavan,132-ft.RingRoad,
Gujarat University Ground, Vastrapur,
Ahmedabad-380052

- b) **Price Bid (Online)** to be filled up at designated places at <http://gmdc.nprocure.com> only as per the format provided in the Annexure 12.
- c) The Bidders are required to submit its Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.5.

4.4 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 1.5.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.3. 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 website <http://gmdc.nprocure.com>

4.5 Late Submission

- a) Physical submissions for Technical Bid received by GMDC 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.
- c) The bidder is expected to take its registration for e-bidding well in time and complete all procedure relating to 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 may advantage of training made available by e-bidding platform nProcure. The contact details of (n)Procure areas follows:

n) Code Solutions
(A Division of GNFC Ltd.)
403, GNFC Info tower, Bodakdev,
Ahmedabad- 380054. India
Sales: 079-4000 7323
Support : 079- 4000 7300 Email: nprocure@ncode.in

4.6 Modification and Withdrawal of Bids

- a) Bidder shall not be able to modify any part of its Bid after the Bid Due Date. 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 GMDC, shall be disregarded.

5. Bid Evaluation Criteria

All bids must be considered responsive as described in **clause 6.2(a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Pre-Qualification Criteria and obtaining minimum **60 % out of 70 Marks** in the technical scores specified hereunder will progress to the next stage of Power Point Presentation and then final qualified for Price Bid opening. The Eligibility and Technical Score are described below.

5.1 Pre-Qualification Criteria

Qualification Criteria

The agency meeting the following qualification criteria will be short listed and considered for technical evaluation and financial bid. **(Contractual manpower providing the category of security & Housekeeping will not be considered at any point during the technical evaluation)**

Sr. No	Eligibility Criteria	Document/ Information to be submitted with proposal
1	The Agency should be a Company registered under the Indian Company Act, 1956 OR should be a partnership firm OR Proprietorship Firm who have their registered offices in India and should have been in existence for a period of at least 7 years prior to the date floating the RFP.	Certificate of Incorporation/ Partnership registration/ Affidavit or necessary proof.
2	The bidder should have Valid ISO certification for technical staff augmentation obtained prior to the date floating the RFP.	Copy of Certification
3	The agency must possess a valid registration with Employment Exchange in Gujarat prior to the date floating the RFP.	Copy of Registration
4	The bidder should have annual turnover of Rs. 25 crore in last three financial years. Cumulative of Rs. 75 Crores in last three years (2019-20, 2020-21 and 2021-22) .	Bidder should have to submit the CA certificate mentioned clearly “Turnover from providing Outsourced Manpower” along with annual accounts of all the 3 years Provisional accounts for 2022-2023 would be accepted along with a CA certificate for Turnover subject to submission of final accounts along with final audit report as and when

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		finalized.
5	The bidder must have a positive net worth in each of the last three audited financial years (2019-20, 2020-2021 & 2021 – 2022)	A Certificate from the Chartered Accountant to this effect should be submitted along with the bid.
6	Agency must have a valid Labour license for providing at least 250 Manpower of similar category in a single work order at a Government Organization/PSU prior to the date of floating the RFP.	Proof of license & supporting documents
7	Bidder should have their office in Gujarat State since last three years prior to the date floating the RFP.	The copy of Property tax bill/Electricity Bill/ Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof from last two years. (prior to the date floating the RFP).
8	The agency should have supplied minimum 500 plus Outsource manpower of similar kind during last 2 years (prior to the date floating the RFP) out of which at least 250 manpower in Govt./Semi Govt. sector, etc	Work Order/Client Letter/Job Completion certificate
9	The agency should have supplied the similar kind of manpower in at least 20 organizations during last 2 years (prior to the date floating the RFP) out of which 10 organizations should be Govt./Semi Govt./PSU ,etc	Work Order/Client Letter/Job Completion certificate
10	The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and/ or black-listed by Gujarat Government Departments/PSU's/Local Authorities.	Certificate/ affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices
11	The bidder must have a valid PF Registration, ESI registration, Professional Tax and GST Registration in India.	Copy of a valid GST, PF and ESI Registration in India.
12	The bidder should have handled / done campus placement for ANY of the clients. Completion certificate from college or university	Relevant documents from the institutes
13	The bidder should be placement / outsourcing firm	Registration certificate
14	The bidder should have their own website, access to job boards, payroll system and own applicant tracking system for resume management	Website screen shots of portal / applicant tracking / payroll system

- Any kind of consortium will not be allowed.
- All supporting documents are to be physically submitted with the RFP document as per given format/form.

5.2 Technical Score Criteria

The Bids of the Bidders meeting Pre-Qualification criteria shall be consider for assessment and assigning of Technical Score. The Technical Score of the Bidder shall be evaluated as per Technical Score system provided hereunder.

Sr No.	Criteria	Details	Marks to be allotted	Maximum Marks
01	Average Annual Turn Over of entity in last three financial years (2019-20, 2020-21 and 2021-22). (Supported with CA Certificate)	Bidder having annual Turnover of less than 25crores.	5	15
		Bidder having annual turnover between 25-30 crores.	10	
		Bidder having annual Turnover of more than 30 crores.	15	
02	Providing Outsource manpower to clients in aggregate in last five years (April-18 to April-23). (Except for Providing Security/Housekeeping Personnel)	More than 500 but up to 750 manpower	5	15
		More than 750 but up to 1000 manpower	8	
		More than 1000 but up to 1500 manpower	12	
		More than 1500 manpower	15	
03	Experience of providing manpower to Government/Semi Government / Municipality / Corporation /Private Company for providing manpower in last three calendar years up to March 2023	20 or less Organization	5	10
		More than 20 Organization	10	
04	Period of Experience of the firm for similar works for the last 7 years on the basis of work done/work completion certificate only (Work Order or execution of agreement shall not be considered)	For 7 years and below	5	15
		More than 7 to 12 years	10	
		More than 12 years	15	
05	Location of Branch Offices	Office situated in 1 City Gujarat State	2	5
		Office situated in 2 to 5 Cities Gujarat State	3	
		Office situated in more than 5 cities Gujarat State	5	
6	Supplied Non-Technical Manpower	Supplied 250 to 500 Manpower	5	10
		Supplied 500 to 750 Manpower	7	
		Supplied 750 or more Manpower	10	
07	Presentation			30
	Total Marks			100

- *Relevant portion of Work Order/contract/Client completion certificate to be submitted. Different projects (with separate Work Orders / Pos and separate scope) with the same client can be cited as separate projects. Supply of Security Personnel / Housekeeping Staff will not be considered as similar Work.*

Bidder must Score minimum **60%** out of total 70 marks in Technical Marking Section (From Sr. No 1 to 6) specified herein above. The bids of bidders obtaining lower than 42 marks will be declared disqualified and not be processed further for Power Point Presentation. Qualified bidders will be called for Presentation on Approach and Methodology before a committee.

The respective weightage for the Composite Technical Score and the Composite Financial Score are set out in the table below:

Sr. No.	Description of Parameters for composite evaluation score
1	(A) Composite Technical Score - 70 marks
2	(B) Composite Financial Score- 30 marks

The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score. The assignment shall be awarded to the bidder scoring the highest final weighted score as decided by selection committee.

The Evaluation Committee appointed will carry out the evaluation of Presentation on the basis of the following evaluation criteria and points system. The maximum points/ marks to be given under each of the evaluation criteria are:

Sr No.	Evaluation Criteria	Max Marks
1	Relevant Experience (Past & Present), Track Record & Sector Knowledge	10
2	Approach and Methodology	8
3	Technicalities & Strength	7
4	Advance Technology, Operational Aspects & others parameters	5
	Total Maximum technical marks	30

5.3 Evaluation of Price Bid and Financial Score

- a) GMDC will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GMDC, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- b) The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- c) During the technical evaluation, GMDC may seek clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who are eligible in technical evaluation. At any point of time, if GMDC feels that the bidder is hiding any information which will affect the RFP document in short or long run, GMDC may reject his bid without assigning any reason or explanation.
- d) GMDC will form an evaluation Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GMDC may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- e) Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.

5.4 Financial Bid evaluation:

After the closing time of submission, GMDC will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. GMDC will seek clarifications if required on eligibility & technical section.

The Financial/Commercial Bids of only those shortlisted bidders, who are complying with all the eligibility criteria, will be opened in the presence of their representatives on a specified date and time to be intimated to the respective bidders by GMDC, and the same will be evaluated by a duly constituted Technical Evaluation Committee.

No enquiry shall be made by the bidder(s) during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder(s).

Steps for Financial Bid Evaluation:

- a) The quote for service charge must include the applicable TDS (FOR WHICH THE PARTY MUST PRODUCE THE PROOF OF TDS APPLICABLE TO THEM AND ALL TEMPORARY

CERTIFICATES FOR LOWER TAX DEDUCTION MUST BE IGNORED. ONLY THE RATE APPLICABLE AS PER APPROPRIATE SECTION OF THE INCOME TAX ACT SHALL BE CONSIDERED) to the agency and a fair amount of return on the efforts. Agency will be straight away disqualified if the rates are found to be below the rate of TDS applicable to them.

- b) For Evaluation purpose, a Weighted Average Bid value will be computed based on the financial quotes being received. This Weighted average will be calculated considering the financial quote of the respective bidder and their applicable TDS category. Financial quote received from Proprietary firms will be weighted with 1% TDS, whereas for Private Limited firms it will be weighted with 2% TDS.
- c) Weighted Average Bid (WAB) will be the calculated as:-

$$WAB = \frac{(Q1 \times TDS\% + Q2 \times TDS\% \dots \dots \dots Qn \times TDS\%)}{\sum TDS1 + TDS 2 + \dots \dots TDS n (\sum TDS1 + TDS 2 + \dots \dots TDS n)}$$

Where,
 Q = Quote,
 TDS = Applicable TDS %.
 n= Number of total bids received.
- d) The qualifying range of the financial Bids will be derived calculating as, + 50% of the Weighted Average Bid value. Financial bids falling outside the qualifying range will be disqualified and not considered for evaluation. For Ex: For a weighted average bid value of 5%, Bids falling within the range of + 50% of weighted average bid i.e. 50% of 5%, (2.5%) which will set the qualifying range between 2.5% to 7.5%.
- e) The remaining bidders after elimination under clause 2.4 (a), 2.4 (b) and 2.4 (d) shall be further analyzed to arrive at L-1 bidder among them.

6. Evaluation Process

6.1 Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 5 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) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out here under in clause 6.2

6.2 Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 4.3** along with supporting documents.

GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

a) Test of Responsiveness for Timely and proper Submission

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), GMDC shall determine whether each Bids responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) The Technical Bid is submitted in Hard copy and Price Bid on line properly as per the terms of the RFP.
 - (ii) Physical submission of Technical Bid is made within specified time line.
 - (iii) The Bid and physical submissions are received by the Bid Due Date including any extension there of pursuant here to;
 - (iv) 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);
 - (v) It does not contain any conditionality ;and
 - (vi) It is not non-responsive in terms here of and any other condition specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre- Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

b) Assessment of Pre-Qualification Criteria

- 1) GMDC shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5.1 and have submitted all documents as per clause 4.3 in order to qualify for next stage of assessment.
- 3) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre- Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.

c) Determination of Technical Score

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per

Technical Marking System provided clause 5.2 .

- 2) Responsive and Pre- Qualified Bidders will be called to make multi- media presentation on “Approach and Methodology” by GMDC at its sole discretion.
- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum **score of 60 % in Technical Score** shall be declared Technically Qualified Bids (the “Qualified Bids”/“Qualified Bidder”).
- 4) The Price Bids of only Qualified Bids shall be opened. Evaluation of Price Bids of only Qualified Bids shall be carried out.

6.3 Opening of Price Bid and Financial Score

- (i) The Price Bid shall be filled up by the Bidder as per E-bidding at designated places through <http://gmdc.nprocure.com>. As per the indicative format specified in Annexure to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 6.2 ,5.1 and 5.2 shall be opened.
- (iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 (c) in advance. The Bidder can view the opened price bid at their computer and place.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.3.

6.4 Composite Score

- i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the below mentioned formula.

Composite Score (CS)= Technical Score (TS) *0.70+ Financial Score (FS)*0.30

The technical experience has been assigned 70% of weight age while price quote is assigned 30% weight age.

- ii) The Bidder achieving “Highest Composite Score” shall be generally declared as Preferred Bidder (the “Preferred Bidder”) and considered forward after following the due process including further discussion.

6.5 Clarification of Bids and Request for additional/missing information

To facilitate evaluation of Bids, GMDC 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 GMDC before the expiration of the deadline prescribed in

the written request, GMDC reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

6.6 Verification and Disqualification

- (i) GMDC 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 GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.
- (ii) GMDC reserves the right to reject any Bid 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 Bidder.
 - In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8.
 - In case the Bidder has Conflict of Interest as per clause 9.
 - 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 GMDC 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 GMDC, 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 Score Criteria/ conditions have not been met by the Successful Bidder, or the Successful Bidder has made material misrepresentation or has given any materially incorrect or false information, the Successful Bidder shall be disqualified forthwith if not yet appointed as the Successful bidder either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA 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 GMDC to the Successful Bidder or the bidder, as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the bidder. In such an event, GMDC shall be entitled to forfeit and appropriate the Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC 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, GMDC and/or their bidders/employees/representatives on matters related to the Bids under consideration.

6.8 Correspondence with Bidder

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

6.9 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 GMDC in relation to, or matters arising out of, or concerning the Bidding Process. GMDC 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. GMDC 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 GMDC or as may be required by law or in

connection with any legal process.

GMDC or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against selected bidder regarding any forbidden disclosure.

7. Selection Of Bidder

7.1 Tie-Breaking Clause

In case two or more bidders score equal marks in the Final Bid Evaluation score then the following criteria will be adopted for tie-breaking in order of merit:

- a) 1st Preference–Value of similar works executed:- Bidder having larger value of similar works executed in last 05 Years will be given first preference
- b) 2nd Preference– Average Annual Turnover: -Bidder having highest average annual turnover in last 03 FY will be given second preference.
- c) 3rd Preference-ISO Certification:-ISO certified bidder will be given third preference.

7.2 Notification of Award

- (i) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidders through letter that his/their Bid has/have been accepted (the “Successful Bidder(s)”). This letter (“Letter of Award”/“LOA”) shall be issued, induplicate and shall specify the sum which GMDC shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to Authority in consideration of Project scope as per the terms of Contract.
- (ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC 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 Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

7.3 Earnest Money Deposit

A non-interest bearing Earnest Money Deposit of Rs.150000/- (Rupees One Lac Fifty Thousand Only) shall be paid along with the RFP, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of Demand Draft/ Pay order in favour of GMDC Ltd. payable at Ahmedabad 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 the GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. Any RFP submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected RFPs. List of the banks approved by Govt. of Gujarat is as per Annexure.

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 bid to this RFP.

7.4 Performance Security

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations, within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 5) for amount of 5 % of work order value payable to GMDC by the Successful Bidders (the "**Performance Security**") from the banks approved by the Government of Gujarat from time to time (Except Co-operative Bank). Such performance Security shall be in favor of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from the banks approved by the Government of Gujarat from time to time.
- (ii) The Successful Bidder shall maintain a valid and binding Performance Security for a Contract Period. The Successful Bidder shall ensure that the Performance Security shall subsisting full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the Successful Bidder shall have to renew Performance Security for a period of extended Contract Period.
- (iii) If the Successful Bidder fails to furnish the Performance Security, it shall be lawful for GMDC to cancel the contract or any part thereof.
- (iv) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or In part:
 - a) in the event GMDC requires to recover any sum due and payable to it by the Successful Bidder including but not limited to Damages; and which the Bidder has failed to pay in relation thereof; and
 - b) In relation to Successful Bidder'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 encashed by GMDC in accordance with the provision of the Agreement, the Successful Bidder shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Successful Bidder without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

7.5 Commencement of Work/Assignment

The Successful Bidder shall commence the assignment within five working days from the date of receipt of requisition or such other date as may be mutually agreed.

7.6 Tax Liability

- (i) The rates quoted in Price Bid Annexure 12 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) Any other fresh imposition of taxes or levies or variation in existing taxes & levies etc. during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the successful bidder, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective Bill/invoice No
- (iii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

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 LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, 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 case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount to any loss arising from such cancellation in accordance with provisions of RFP

Document.

- b) Without prejudice to the rights of GMDC under sub Clause(a) here in above and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Bidder as the case may be, is found by GMDC 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 LOA or the execution of the Contract and/or otherwise, such Bidder or Bidder shall not be eligible to participate in any RFP or RFP issued by GMDC during a period of 2 (two) years from the dates such Bidder or Bidder as the case may be, is found by GMDC 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, 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 GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contractor arising there from, before or
 - (ii) 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 GMDC, 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 LOA or after the execution of the Contract any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the Project;
 - (iii) **“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;
 - (iv) **“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;
 - (v) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by GMDC 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

(vi) “**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 Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder’s Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
- b) GMDC requires that the Bidder provides professional, objective, and impartial advice and at all time should GMDC’s interests par amount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder 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 GMDC.

10. Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/or cancel the Bidding Process and/ or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating there to;
 - (ii) Consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/or evidence submitted to GMDC 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 GMDC, 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 what so ever.
- e) The Bidder 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.

SECTION IV: SERVICE CHARGE AND PAYMENT TERMS

The bidder shall quote fees as per SOW/TOR. Authority hereby covenants to pay the Service Charge to the Successful Bidder for Scope of the Work / TOR specified in SECTION–II of the RFP and as per the Charges and payment terms specified hereunder;

Service Charge And Payment Terms

- a) The quotation of Service Charge are being invited and to be quoted for bidder's scope as per the price bid format specified in Annexure 12 (Format of Price Bid) RFP.
- b) The bidder shall quote the Service Charge considering all possible escalation during the currency of the contract
- c) The percentage of Service Charge quoted by the Successful bidder shall remain firm during the pendency/currency of the contract and no price escalation is consider/payable under this contract on any account for what so ever reason.
- d) Over and above the afore-said Service Charge, Reimbursement of EPF&ESI /WC Policy Contribution (Employer's share), Administrative Charge of EPF, Actual Leave Salary, Bonus as per Bonus Act, other relevant act (in future arise), Medical Fitness reimbursement, etc shall be made at actual and submission of proof of depositing the same with the authority.
- e) Over and above the afore-said Service Charge, GMDC will also provide 3 pairs of Uniform (Shirting & Suiting with stitching) for a year, 1 Pairs of Shoes for a year to the engaged Non-Technical manpower in ceiling limit decided by GMDC Management. GMDC will provide residential accommodation on concessional basis where there is a colony or in case of availability. In case of non availability of residential accommodation at colony client or candidate shall arrange residential accommodation by their own. GMDC will also provide transportation facility in case of availability of space in the vehicle. In case of non availability client or candidate shall arrange commutation by their own.
- f) The Successful bidder is required to submit the invoice on or before 7th Day of every month and upon submitting the bill along with the supporting documents which is verified by the respective project Head /Incharge /HODs/HR & Admin for the work done, is entitled to receive a monthly payment within a period of fifteen days after submission of the bill. This payment will be made after making necessary deductions as stipulated as under:
 - i) tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time.
 - ii) Cost of any services /material, if any, by the GMDC.

- iii) Liquidated damages livable as per clause No.4 of Chapter-V
- iv) Other deductions, if any
- g) Applicable GST, over and above approved Service Charge, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the bidder.
- h) After acceptance of the invoice along with the supporting documents, the invoice would be processed for release of payment within 30 working days after due verification of the invoice back ground verification certificate with source verification & other supporting documents.
- i) The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax/GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the Successful bidder.

Service Level Agreements (SLA)

Sr No	Deliverable(s)	Service level agreement (SLA)
i)	To Provide Non-Technical Manpower on Outsourcing Basis for specified position(s) at various Offices/Projects of GMDC	To maintain existing Non-Technical outsourced manpower. To provide New position on outsourcing basis within 30 days of communication from GMDC to agency

Note: GMDC may provide relaxation in joining period in exceptional cases

SECTION V: OTHER CONTRACT TERMS AND CONDITIONS

1. General

1.1 Principles of Interpretation

- a. The table of contents, numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this document, the following shall apply:
 - (i) Between any value written in numeral and that in words, the latter shall prevail.

1.2 Relationship between Parties

The Successful Bidder shall engage necessary number of Non Technical Manpower as required by the GMDC from time to time. The said persons engaged by the Successful Bidder shall be the employee of the successful bidder and it shall be the duty of the successful bidder to pay their salary every month.

There is no Master and Servant or Employer and Employees relationship between the employees of the successful bidder and the GMDC and further the said persons of the successful bidder shall not claim any employment, engagement or absorption in future. In case of any claim bidder shall handle the claim by their own at their risk and cost.

1.3 Rights and Obligations

The mutual rights and obligations of GMDC and the bidder shall be as set forth in the document ,in particular:

- a) the Successful bidder shall carry out the Services in accordance with the provisions of the RFP document; and
- b) GMDC shall make payments to the Successful bidder in accordance with the provisions of the RFP document.

1.4 Governing Law and Jurisdiction

This RFP document shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this RFP shall be in writing and in English language.

1.6 Table of Content and Heading

The tables of contents, headings or sub-headings in this RFP document are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this RFP document.

1.7 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified hereunder.

If to Authority;

Gujarat Mineral Development Corporation Ltd, Ahmedabad

If to Bidder;

2. Termination Of Agreement

2.1 Termination of contract for failure to commence Services/Assignment

- a) If the Successful bidder does not commence the work within stipulated time, GMDC may, by not less than two weeks' notice to the Successful bidder, declare this contract to be null and void, and in the event of such a declaration, the contract shall stand terminated and the Successful bidder shall be deemed to have accepted such termination.
- b) If the Successful Bidder fails to complete the end – to-end process for providing Non-Technical outsource manpower beyond the time specified by GMDC, GMDC reserves the right to hire the candidate from any recruitment agency and the same cost of recruitment shall be deducted from the Successful bidder monthly invoice.
- c) If the Successful bidder delays the kick-off of providing Non-Technical Outsource Manpower for more than period given by GMDC, then the Work Order/Contract may be terminated by GMDC.
- d) If Successful Bidder is found charging any fee from Non-Technical outsourced manpower or prospective candidates within the hiring process or during employment then the Work Order/Contract will be cancelled by GMDC.

2.2 NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT

- a.** 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.
- b.** 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 Performance Security/ 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.
- c.** For any reasons, if it is required, the GMDC reserves right 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.

2.3 Force majeure

- a) Force majeure is here defined as any cause which is beyond the control of the 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:
- i. Natural phenomena such as flood, draughts, Cyclone, earthquake and epidemics, declaration of war.
 - ii. 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
- b) The 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.
- c) For delay arising out of Force Majeure, the 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 GMDC nor the 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.
- d) If any of the Force Majeure conditions exists in the place of operation of the 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.
- e) The bidder or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given.

2.4 Foreclosure

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

3. Obligations Of The Bidder

3.1 General

3.1.1. Standard of Performance

The bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GMDC, and shall at all times support and safeguard GMDC's legitimate interests in any dealings with Sub-bidders or Third Parties.

3.1.2. Terms of Reference

The scope of Services to be performed by the bidder is specified in the Terms of Reference (the "TOR") at RFP SECTION II. The bidder shall provide the reports specified therein in conformity with the time schedule stated there in.

3.1.3. Applicable Laws

The bidder shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Bidder, as well as the Personnel and agents of the bidder and any Sub-Bidder, comply with the Applicable Laws.

3.2 Conflict of Interest

The Bidder shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.1. Bidder not to Benefit from Commission, Discounts etc.

The remuneration of the bidder pursuant to Payment Terms specified in RFP SECTION IV hereof shall constitute the bidder's sole remuneration in connection with this Contract or the Services and, the bidder shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations here under.

3.2.2. Bidder and Affiliates not to engage in Certain Activities

The bidder shall hold the GMDC's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

The clause shall not prohibit the bidder to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and

alliance opportunities. However, in such cases the bidder agrees to a professional responsibility to maintain the confidentiality of Client information. The bidder must deploy separate teams with distinct employees to work for such competing clients with strict controls to prevent sharing of confidential data between teams.

3.2.3. Confidentiality

The bidder, their staff and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information

- (a) Which already forms part of the public domain; or
- (b) Which is received from a third party; or
- (c) Which is independently developed; or
- (d) Which is required to be submitted to any regulatory, statutory or governmental authority?

4. Liquidated Damages And Penalty

4.1 Liquidated Damages

4.1.1 Liquidated Damages for error/variation

If the Successful bidder fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to GMDC's default, liquidated damages (LD) shall be imposed by GMDC on the Successful bidder. However, imposition of LD shall be without prejudice to the other remedies available to GMDC under the terms of the RFP document.

4.1.2 Liquidated Damages for delay

In case of delay solely attributable to the bidder for deploying the Non-Technical Outsource Manpower within the stipulated time at the time of issuance of requisition slip of deployment, liquidated damages @ Rs 200/- per day shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Successful bidder, suitable extension of time shall be granted by the HR Department. After couple of reminder for specified scope of work the GMDC should reserve the right for penalize / recover the said appropriate cost from the Successful bidder.

4.1.3 Encashment and appropriation of Performance Security

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Successful bidder in the event of breach of contract or for recovery of liquidated damages specified in this Clause 4.1.

4.2 Penalty for Deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Successful bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law.

5. Dispute Resolution

5.1 Amicable Solution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and Successful bidder in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to a committee of two senior executives of each Authority and the Successful bidder, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to Sole Arbitrator.

5.2 Arbitration

(a) Arbitrator

Any Dispute/questions/differences whatsoever, which may at any time arise between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 5.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment there to.

(b) Place of Arbitration

The place of arbitration shall be Ahmedabad. The Language of the Arbitration shall be in English only.

(c) Procedure

The procedure to be followed within the arbitration, including appointment of arbitrator /arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

(d) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction in Ahmedabad only.

(e) Fees and Expenses

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by Party.

5.3 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 obligation under this Agreement without prejudice to a final adjustment in accordance with such solution or award.

SECTION VI: ANNEXURE

Annexure: 01- Check List

Sr No	Description	Compliance	Page No
1	Annexure-01: Check List	Yes/No	
2	RFP Fees	Yes/No	
3	EMD Fees	Yes/No	
4	Annexure: 02- Letter of Bid Submissions signed by authorized signatory of Bidder	Yes/No	
5	Annexure: 03- Brief about Bidder's Organization	Yes/No	
6	Certificate of registration in India along with RBI approval certificate	Yes/No	
7	GST certificate	Yes/No	
8	PAN details	Yes/No	
9	EPF Registration		
10	Partnership deed	Yes/No	
11	MOA, AOA	Yes/No	
12	Original RFP documents issued along with updated addendums /amendments duly sealed and signed	Yes/No	
13	Whether JV/Consortium		
14	Annexure: 04- CA Certificate for Turnover & Net Worth	Yes/No	
15	Audited Report for FY 19-20	Yes/No	
16	Audited Report for FY 20-21	Yes/No	
17	Audited Report for FY 21-22	Yes/No	
18	Annexure: 05- Details of the similar contracts handled by the Company/Firm/Agency during the last seven years	Yes/No	
19	Annexure- 06: Top Five Clients to whom Non-Technical Outsourced Manpower supplied in last Two Years	Yes/No	
20	Annexure-07: Location of Branch Offices	Yes/No	
21	Annexure-08: Undertaking	Yes/No	
22	Annexure-09: No Blacklisting certificate	Yes/No	
23	Annexure-10: Declaration Of Unconditional Offer	Yes/No	
24	Annexure-11: Declaration regarding unconditional acceptance of all the terms and conditions of the RFP document	Yes/No	
25	Annexure-12- Indicative Format of Price Bid	Yes/No	

RFP FOR SELECTION OF AN AGENCY TO PROVIDE NON TECHNICAL MANPOWER ON

26	Annexure 13: Format for Bank Guarantee for Performance Security		
27	Annexure 14: List of Approved Banks for Performance Security if Bidder intends to submit Bank Guarantee		
28	Annexure 15: Indicative Schedule for Technical Manpower		
29	Annexure 16: ISO Certificate	Yes/No	
30	Annexure 18 Valid Labour License Copy for more than 250 Employees	Yes/No	
31	Any Other supporting Documents	Yes/No	

Annexure 2: Letter of Bid Submission

{On Bidder's letter head}

Dated:

To,

General Manager (HR),

Gujarat Mineral Development Corporation Ltd, Khanij Bhavan, 132-Ring Road,

Gujarat University Ground, Vastrapur, Ahmedabad-380052

Subject: Submission of Bid in response to Request for Proposal to Provide Non-Technical Manpower on Outsourcing Basis

Dear Sir/Madam:

We, the undersigned, offer to provide Non-Technical **Manpower on Outsourcing Basis at offices/projects of Gujarat Mineral Development Corporation Ltd** 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

(i) Technical Bid-Pre-Qualification and Qualification documents and

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

We are submitting our Bid in individual capacity. Where by 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, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Bid/Proposal is binding up on us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the services 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: 03-Brief about Bidder's Organization

Description	Details
Name of the Company/Firm	
Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
Registered Office Address	
Contact person Name & Designation	
Contact person No.	
Email ID	
Date of Incorporation	
GST certificate	
PAN details	
EPF Registration	

Annexure-04: Turnover & Net worth Certificate

CERTIFICATE OF NETWORTH AND TURNOVER

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

Net Worth: Rs _____ as on 31.03.2023

Turn Over = Rs. _____ for the Year 2021-22.

Rs. _____ for the Year 2020-21.

Rs. _____ for the Year 2019-20.

Average Annual Turnover of any three years out of last consecutive financial years

Rs. _____

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

Annexure: 05- Details of the similar contracts handled by the Company/Firm/Agency during the last Seven years

Detail should be submitted in descending order of work order date and highlight date & Non-Technical manpower in Work order & work completion certificate etc

Sr No	Name & Address of the Client	Work Order dt	Contract Period (From-To)	Completed/Ongoing/Extended. (If extended Provide Extension Order date & period of extension)	Outsourced Manpower Supplied per month (Except Security Personnel)	Type of Non-Technical Manpower supplied along with numbers	Contract Value (in Rs)	Work Order Copy with page no in bid document	Work Experience/ Completion Certificate with page no in bid document
1	ABC	DD/MM/YEAR	DD/MM/YEAR to DD/MM/YEAR	Ongoing	19	Except ITI/Diploma/Degree/ Masters in Engineering or technical Field only non technical type (Specify the Number)	10000	WO Copy (Pg -75) Extension order copy (Pg-77)	XX/XX/XXXX (Pg-5)
2	DEF								
3	GHI								

Please add rows if required. Above information in the table is just for example, you shall remove and fill your data.

Supporting documents such as Work Order/Certificate from Clients should mention the Number of Non-Technical Outsourced manpower (Accept Contract related to Security & Housekeeping) supplied to client.

For confidential engagements, bidder may submit sanitized details supported by CA certificate/self-certification from the Managing Director of bidder's Indian entity to ascertain authenticity.

Seal & Signed by
Authorized Signatory with designation

Annexure-06: Top Five Clients to whom Technical Outsourced Manpower supplied in last Five years

Sr No	Name of Clients & Address	Contract Period		Number of Outsourced Manpower supplied in last five years (Jan-18 to Jan-23)	Number of Non-Technical Outsourced Manpower supplied in last five years (Jan-18 to Jan-23)
		From	To		
01					
02					
03					
04					
05					
Total Non-Technical Manpower supplied in last five years					

Seal & Signed by
Authorized Signatory with designation

Annexure: 07-Location of Branch Offices

Sr No	Name of City	Office Address	Name of Supporting Document	Page No in bid document
1	For Example: Ahmedabad		Such as Electricity Bill, Municipality Tax receipt, Rent Agreement & rent payment receipt etc	Pg-25
2				
3				
4				
5				
6				
7				

Seal & Signed by
Authorized Signatory with designation

Annexure: 08- Undertaking

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 _____ 2023.

Signature(Company Seal)

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

Signed by

Authorized Signatory with designation

Annexure 09: No Blacklisting certificate

DECLARATION

(On letter head of the Bidder)

FROM:

DATE:

To,

The Managing Director,

Gujarat Mineral Development GMDC Ltd.,

“KhanijBhavan”, 132 ft. Ring Road,

University Ground, Vastrapur,

Ahmedabad-380015

Dear Sir,

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

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

Yours faithfully,

Signature and Stamp of the Bidder

Annexure 10: DECLARATION OF UNCONDITIONAL OFFER

(On letter head of the Bidder)

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

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

Annexure 11: Declaration regarding unconditional acceptance of all the terms and conditions of the RFP document

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

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

Annexure 12: 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 <http://gmdc.nprocure.com>. 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)

Sr.No.	Job	Service Charge(in Percentage) (Including all taxes & levies Except GST)
1.	To provide Non-Technical manpower on outsourcing basis at various offices/projects of GMDC Ltd	%

Notes:

- The rate of Service Charge for supplying Non-Technical manpower to be paid by GMDC as mentioned above shall be firm and shall be valid for the entire currency of the contract. No escalation in the rate of Service Charge shall be allowed on any account.
- For the purpose of Bid evaluation, the Service Charge quoted above in the cell marked XYZ shall be considered.
- Bids with NIL/ BLANK/ N.A./ ZERO/ Negative percentage quoted in Financial proposal (SOQ) will be rejected outright without giving any reason whatsoever. It will be considered as non-responsive bid. The lowest responsive bidder will be considered.
- The Bidder to quote rate inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Service Charge at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Bidder.
- GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- Service Charge shall be paid as per the payment terms specified in Part IV.
- Each Bidder must quote his rates after thorough reading of this RFP document and Estimates of his cost through 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 13:Format for Bank Guarantee for Performance Security

Name of the Bank :
 Address :
 Guarantee No :
 Name of the Bidder : M/s_____Date of Expiry :
 Limit to liability : Rs_____/-(Rupees_____only)

Ref: RFP bearing No.

Subject: Bank Guarantee towards Security Deposit.

Date.....20

To

General Manger(HR),

Gujarat Mineral Development Corporation Ltd.

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

Bank Name: ICICIBANKLTD.IFSCCode:ICIC0000024

UICGMDC530265584 for Field7037.

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called "GMDC") which expressions shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s_____ (here in after called " Bidder/ Successful Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide RFP

_____. **The present** Bank Guarantee is towards Security Deposit(SD)/ Performance Security of Bid in terms of Clause No._of Part-of the afore-said bidding document for the due fulfillment by the "Bidder/ Successful Bidder" of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for Rs_____/-(Rupees_____only)

1. We the__(Name of the Bank) hereinafter referred to as "Bank" having our registered office at_____

_____do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of Rs

_____/- (Rupees _____ only) 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 the 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 perform according to the terms and 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 Rs _____ /- (Rupees _____ only).
3. We _____ (Name of the 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 amount 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 the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said bidder(s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said bidder (s) shall have no claim against us from a king such payment.
5. We _____ (Name of the 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 thereafter.

6. We _____ (Name of the 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 or

RFP FOR SELECTION OF AN AGENCY TO PROVIDE NON TECHNICAL MANPOWER ON

mission 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 so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.

7. We _____ (Name of the Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.
10. The Bank has under its constitution power to give this guarantee _____ and Mr. _____ Who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Not with standing anything contained herein above

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

Yours faithfully

For _____ (Name of the Bank)

Annexure 14: List of Approved Banks for Performance Security if Bidder intends to submit Bank Guarantee

Finance Department, Government of Gujarat's GR No: EMD/4/2022/0002/DMO dated 20/05/2022 specified list of Approved Banks as follows.

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022

Read: FD GR. No.: EMD/10/2021/7729/DMO Dt. 28/06/2021

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 28/06/2021.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards/Corporations/PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.


(Dr. A.T. Saiyad)
Section Officer
Finance Department

To,
The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar
Principal Secretary to Hon. Chief Minister
PS to Hon. Finance Minister
PS to all Hon. Ministers, State Ministers and Deputy Ministers
PS to Chief Secretary
PS to Principal Secretary, Finance Department
PS to Secretary (EA), Finance Department
PS to Secretary (Expenditure), Finance Department
PS to Additional Secretary (B), Finance Department
All Administrative Departments, Sachivalaya, Gandhinagar
System Manager, Finance Department for put up on GSWAN website
Select File DMO-Finance Department

Annexure I.

Finance Department, GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022


(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, 2023. 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.

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

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


(Dr. A.T. Saiyad)
Section Officer
Finance Department

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Annexure 15: Indicative Schedule for Providing Non-Technical Manpower on Outsourcing Basis

Sr No	Positions	Proposed Number
1	Administrative Coordinator/Supervisor	4
2	Assistant	60
3	Assistant Manager	1
4	Associate	1
5	Aya	1
6	Chef	5
7	Data Entry Operator	3
8	Driver	58
9	Floor Supervisor	1
10	Gardener	1
11	Guest House Helper/Steward/Attendant	7
12	Guest House In - Charge	2
13	Land Consultant/Advisor (Land/Forest)	7
14	Non Tech Helper	3
15	Peon	18
16	Receptionist	2
17	Security Guard	14
18	Security Officer	1
19	Security Supervisor	1
20	Sweeper	7
21	Teacher	1
Total		198