

**Request for Proposal
for
Selection of Agency for Providing Security Services
to GMDC Ltd.
(Corporate Office & Annexe Building, Ahmedabad)
for the period from 20 January 2025 to 31 January
2027**

RFP No: RFP/Security/07/GMDC LTD./2024-25



November 2024

Gujarat Mineral Development Corporation Ltd
(A Government of Gujarat Enterprise)
Khanij Bhavan, University Ground, 132 Ft Ring Road,
Ahmadabad - 380052
Website: www.gmdcltd.com

Disclaimer

1. This RFP is being issued by the GMDC Ltd. (hereunder called “Authority”/” GMDC Ltd.”) as a First attempt to invite bidders/parties interested in providing Security Services at GMDC Ltd. in Gujarat (“The Security Services”) at their Corporate Offices and Annexe for the period from 20 January 2025 to 31 January 2027, Extendable by a maximum of one year on the same terms and conditions by mutual agreement in writing.

2. 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. While the RFP has been prepared in good faith with due care and caution, GMDC Ltd. 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 or pertaining to the Security Service. This RFP may not be appropriate for all persons. It is not possible for GMDC Ltd. to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each 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. The assumptions, assessments, statements, data, and information furnished in this RFP or to be furnished later, by the Authority and/or any of its consultants are only indicative and for the sole purpose of making available to interested parties/bidders’ information that may be useful to them in the formulation of their bid. For avoidance of doubt, in case bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority and/or its consultant, in this RFP or under any of Project report/feasibility report etc. referred to herein, then the same shall not in any manner bind/make liable the Authority and/or its consultants.

3. Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC Ltd any error, omission, or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the Security Service, 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 Security Service. GMD Ltd. and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Bidder or its representative(s).

4. GMDC Ltd. may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC Ltd. reserves the right not to proceed with the project, to alter the time table reflected in this document or to change the process or procedure to be applied at any point of the process prior to issuance of LoA. 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.

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

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

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SECTION 1: INSTRUCTION TO BIDDERS

1. INVITATION FOR RFP

1.1. RFP Notice

The Gujarat Mineral Development Corporation Ltd. (GMDC Ltd.) invites RFPs for Selection of Agency for Providing Security Services at GMDC Ltd. Corporate Office & Annexe Building.

- a) The RFP includes the following documents:
 - (i) Invitation for Proposals (IFP)
 - (ii) Instruction to Bidders (ITB)
 - (iii) Scope of Work
 - (iv) Technical and Commercial Proposal Forms (TP)
- b) Interested parties may download the RFP document from the website www.gmdcltd.com or <https://gmdctender.nprocure.com>.
- c) Price bids along with information requested online must be submitted online only on the bidding platform <https://gmdctender.nprocure.com>.
- d) Technical bid documents including instruments for Bid Processing Fee and EMD should be submitted physically in a sealed envelope at the office of GMDC LTD. before the stipulated time for such submission as follows:
 - (i) **Bid Processing Fee – Rs. 17,700/-** {RS 15,000 + Rs 2700 (GST @ 18% on Rs 15,000/)} in the form of Demand Draft (DD) in favour of “Gujarat Mineral Development Corporation Limited “payable at Ahmedabad.
 - (ii) **Earnest Money Deposit (EMD) Rs. 6,00,000/-** (Rs. Six Lakh Only) in the form of DD/Bank Guarantee duly pledged in favour of “Gujarat Mineral Development Corporation Limited” payable at Ahmedabad from the Banks approved by the Government of Gujarat (See Annexure 11).
 - (iii) Relaxation in terms of submission of Earnest Money Deposit (EMD) and 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 RFP.
- e) GMDC Ltd. reserves the right to reject any or all the proposals in whole or part at any time of the RFP process without assigning any reasons.
- f) This RFP document is not transferable.
- g) Technical Bids will be opened in the presence of Bidders or their authorized representatives who choose to attend on the specified date and time. Authorized representatives must possess Power of Attorney issued in their name by the bidder.
- h) If the date specified for receipt and opening of bid is declared as a holiday for GMDC Ltd, the due dates will be the following working day at the appointed times.

Sd/ -
 Chief Security Officer
 GMDC Ltd.

1.2.Schedule of Bidding and Important Bidding Information

Sr. No.	Event Description	Date, Time, and Address
1.	Date from which RFP documents will be available	RFP shall be available from 5/11/2024 from website http://www.gmdcltd.com and https://gmdctender.nprocure.com
2.	Last date for receiving Pre-Bid queries/ clarifications	Bidders may send their queries by 12/11/2024 up to 18:00 hrs to following contacts or reach out for any assistance. Chief Security Officer GMDC Ltd. Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad Phone: 079 2791 3501 Email:cso.security@gmdcltd.com There shall be no physical pre-bid meeting.
3.	Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com on 19/11/2024 up-to 17:00hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of physical price bid along with technical bid will lead to disqualification.
		<ul style="list-style-type: none"> • A copy of instruments for RFP Fee and EMD 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.
4.	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	The RFP Fee and the EMD is to be submitted in hard copy in a separate, sealed cover titled “RFP Fee and EMD - Technical Bid for Security Services” placed in the envelope of Technical Bid. The Technical Bid is to be submitted off line, strictly after the due date for online submission of price bid but on or before 21/11/2024 up to 15:00 Hrs.by Speed Post/RPAD/Hand delivery/Courier in a sealed cover duly super scribed as follows, at the following address:

Sr. No.	Event Description	Date, Time, and Address
		<p>BID DOCUMENT: DO NOT OPEN EXCEPT AUTHORISED</p> <p>Technical Bid for Security Services Gujarat Mineral Development Corporation Ltd Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052 Phone: 079 2791 3501</p>
5.	Opening of Technical Bid	On 21/11/2024 at 16:00 hrs. at GMDC Ltd. office
6.	Opening of Price Bid	To be indicated later after completion of Technical Evaluation
7.	Signing of Agreement	Within 30 days from the date of issuance of LoA.
8.	Pre-Deployment Meeting	This will be 15 days before commencement of deployment
9.	Date, Place of negotiation	<p>Negotiations prior to signing the contract will be held immediately after opening of price bids at:</p> <p>Gujarat Mineral Development Corporation Ltd Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmadabad. 380 052</p>
10.	Deadline / last date for furnishing security deposit	Within 30 working days of the date of notice of award (LoA) of the contract or prior to signing of the contract whichever is earlier
11.	Performance security value	10% of Total Annual Service Charges (exclusive of GST) for the first year.
12.	Security deposit validity period	6 Months beyond expiration of contract period. To be extended further in case of extension of contract or otherwise notified by the GMDC Ltd.
13.	Bid validity	180 days from date of price bid submission
14.	Period of the Contract	<p>2 years with performance review at the end of each year.</p> <p>An extension of additional maximum of one year beyond two years based on performance can be granted.</p>

2. DEFINITIONS

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

- a) "GMDC Ltd./" Authority" shall mean the Gujarat Mineral Development Corporation Ltd. who shall appoint the Service Provider to provide security services.
- b) "Associates" shall mean, in relation to the Bidder, a firm which controls the bidder (i.e., Parent) or is controlled by the Bidder (i.e., subsidiary), or is under the common control with the Bidder (i.e., sister concern). As used here, the expression "control" means, with respect to bidding firm which is a company, the ownership of common shareholders, directly or indirectly, of at least 50% of the voting shares/shareholding of the firm in question. As used here, the expression "control" means, with respect to bidding firm which is a partnership, the rights of common partners to at least 50% of the profits of the firm in question. In case the bidding firm is a Proprietorship, the expression "control" shall mean, (i) holding of at least 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or (ii) status as a Partner in the Partnership firm from which it is taking credit with at least 50% share in the profits of such Partnership firm.
- c) "Bid/Proposal" means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support there of as specified in this RFP.
- d) "Bidder" means any person(s) including a sole proprietor or a partnership firm which submits a bid/proposal along with Bid Security as per the terms of this RFP within the stipulated time for submission of bid/proposal. Consortium is not permitted.
- e) "Bid Document or Request for Proposal (RFP) "means this Request for Proposal Document along with all allied documents pursuant to the bidding process which draw from this Bid Document.
- f) "Locations" means GMDC Ltd. locations for service provision as specified in the Scope of Work.
- g) "Consortium" shall mean the group of legally constituted entities, who have come together to participate in captioned project. The Consortium is not permitted to participate in this Project.
- h) "Corrupt practice" shall have the meaning ascribed in this RFP.
- i) "Conflict of Interest" shall have a meaning specified in the RFP.
- j) "Eligibility Criteria" means criteria specified in Bid Document and in the Part-II of this RFP.

- k) "Evaluation Process" means steps of evaluation specified in part II.
- l) "Technical Score (TS)" shall have a meaning specified in Bid Document of this RFP.
- m) "EMD/ Bid Security" means the Bid security/ Earnest Money Deposit to be submitted by the Bidder as per conditions of this RFP.
- n) "Security Service/Project" means all the activities as per Good Industry Practice and as per the Scope of Work including but not limited to the provision of armed and unarmed security services at locations of GMDC Ltd. in Gujarat as specified in the Scope of Work.
- o) "Service Provider" or "Security Service Provider" or "Security Agency" shall mean the Successful Bidder with whom the Authority shall enter into Service Provider Agreement for undertaking the Project in terms thereof.
- p) "SPA/Service Provider Agreement" means Service Provider agreement to be executed between the Authority and the Service Provider in respect of execution of the Project in terms thereof by such Service Provider as per the format to be provided upon award of the contract.
- q) "Letter of Award" shall have the meaning ascribed thereto under Part II of this RFP.
- r) "Parties" means the parties to the SPA/Service Provider Agreement and "Party" means either of them, as the context may admit or require.
- s) "Performance Security" shall mean the Security in the form of DD/ Bank Guarantee/ FDR pledged in favour of GMDC Ltd furnished by a successful bidder for punctual and due performance of its duties as per terms and conditions of this RFP.
- t) "Preferred Bidder" shall have a meaning specified in Part II of RFP.
- u) "Service Charges" shall mean the charges for the Security Service rendered by the Service Provider.
- v) "Successful Bidder" means the Bidder selected in terms hereof and to whom the authority shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the implementation of the Project in terms hereof and particularly the terms of the SPA.
- w) "Third Party" means any Person other than GMDC Ltd. and the Service Provider.

Any other term(s) not defined hereinabove 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.

3. INSTRUCTIONS TO BIDDERS

3.1. Background

Gujarat Mineral Development Corporation Ltd (GMDC Ltd Authority) is a pioneer institution in the field of mining. As a part of this endeavour, it has been instrumental in development of mineral sector in Gujarat with its mining operations spanning across minerals such as Lignite, Bauxite, Fluorspar, Manganese, Silica sand, Limestone, Bentonite and Ball clay.

GMDC Ltd. has also set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch, Wind power plant of 200 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Varvada, Rojmal and Solar Power plant of 5 MW at Panandhro Project. Moving ahead on the path of growth, the company is expanding its horizons with many forthcoming projects including mining projects, mineral beneficiation projects as well as business diversification projects.

GMDC Ltd. intends to appoint a Security Service Provider to provide security at its Corporate Office Building and Annexe in accordance with the Scope of Work (Annexure A of the Draft Service Agreement) through a process laid out in RFP Summary and hereby invites technical and price proposals or bids (collectively the “Proposals” or “Bids”) from reputed entities.

3.2. Bidding Process

- a) The Authority has adopted a single stage online bidding process based on Quality cum Cost based System (QCBS) for selection of Service Agencies. Bidders are required to provide information pertaining to their experience and compliance as also quote their Monthly Service Charges towards provision of security services. An indicative Price Bid format provided in Annexure 8. (The Price Bid is to be submitted online only and not in physical format). **The service charges shall not be below 2% of the total excluding TDS, or the bid will be considered non-responsive and rejected.**
- b) Bidders will need to meet minimum Eligibility and Qualification criteria in order to qualify for opening of their price Bid.. After opening of Price bid one bidder will be selected for service provision as per the evaluation criteria for the Corporate Office and Annexe of GMDC Ltd. at Ahmedabad.
- c) The Authority shall enter into Service Provider Agreement (SPA) with the selected bidder [as per the format to be provided after award of the contract].
- d) The Authority shall receive Bid/Proposal pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Proposals shall be prepared and submitted in accordance with

such terms on or before the date specified in RFP Summary for submission of bids/proposals (the “Bid Due Date”)

3.3. 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/proposal by paying a visit to the site, sending written queries to the Authority, and attending a Pre-Bid meeting.

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

- a) Made a complete and careful examination of the RFP
- b) Received all relevant information requested from the Authority;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority.
- d) Acknowledged that it does not have a Conflict of Interest.
- e) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

3.4. Cost of Bidding

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

3.5. Bid Processing Fees (RFP Fees).

Bidder will need to submit non-refundable Bid Processing Fee (RFP Fee) as specified in Bid Document. Bids/proposals not accompanied by proper Bid Processing Fee (RFP Fee) in the acceptable amount and form shall be considered non-responsive and shall be summarily rejected.

Relaxation in Bid Processing Fee (RFP Fee) shall be given to bidder holding valid Registration Certificate issued under the MSME Act, 2006 on the date of submission of bid.

3.6. Bid / Proposal Validity

- a) Bids/Proposals 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/Proposal of the Bidder shall be considered nonresponsive if such Bid/Proposal is valid for a period less than the Bid Validity Period.
- b) In exceptional circumstances, prior to expiry of the original bid/proposal Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his bid/proposal but will be required to extend the validity of his Bid Security/ EMD for the period of the extension, and in compliance with Clause 6 in all respects.

3.7. Number of Bids by the Bidder.

No Bidder shall submit more than one bid/proposal pursuant to this RFP. If a Bidder knowingly submits or participates in more than one bid/proposal, all bids/proposals by that bidder shall be disqualified.

3.8. Governing Law and Jurisdiction.

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

3.9. Authority’s Right to Accept and Reject any Bids or all Bids.

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

- (i) Bid/Proposal does not meet the technical or financial eligibility and qualification criteria specified in this RFP at any time, a material misrepresentation is made or discovered, or
 - (ii) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - (iii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the bid/proposal.
 - (iv) Bidder submits conditional bid/proposal.
 - (v) Submission of false or incorrect information, history of delayed work and settlement of claims, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification of the technical bid.
- d) If such disqualification / rejection occurs after the bids/proposals have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then the Authority reserves the right to consider the next best Preferred Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

3.10. Earnest Money Deposit (EMD/ Bid Security)

- a) The bidder shall furnish EMD as specified in this RFP for captioned work as part of his bid/proposal as per Bid Document. The EMD shall be sealed in a separate sealed envelope along with RFP fees and super scribing “Earnest Money Deposit and RFP Fees” and provided from local branch of any of the Approved Banks by Government of Gujarat, in any one of the following forms/formats.
- (i) Account payee Demand Draft/ Banker’s Cheque.
 - (ii) An irrevocable Bank Guarantee as per Annexure 9 (the “Bank Guarantee”), payable at Ahmedabad from the Banks approved by Government of Gujarat and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid/proposal documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause.
 - (iii) Any bid/proposal not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by the Authority as being non-responsive and bids/proposals of such Bidder shall not be evaluated further unless the waiver under MSME Certification is placed in their stead.
- b) The Authority shall not be liable to pay any interest on the Bid Security/EMD deposit so made and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.

- c) The Bid Security of unsuccessful Bidders will be returned by the Authority, as promptly as possible on acceptance of the bid/proposal of the Preferred Bidder or when the Authority cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the bid/proposal.
- d) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when the Authority cancels the bidding.
- e) The Bidder, by submitting its bid/proposal, shall be deemed to have acknowledged and confirmed that, if the Authority suffers loss/damage on account of withdrawal of its bid/proposal or for any other default by the Bidder during the period of Bid Validity as specified in this RFP, such damages can be made good to the Authority through forfeiture and confiscation of the Bid Security.

The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below.

- (i) If the Bidder engages in a corrupt, fraudulent, coercive, undesirable and/or restrictive practice as specified in this RFP.
- (ii) If a Bidder withdraws its bid/proposal during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder (s) and the Authority.
- (iii) In the case of Successful Bidder, if it fails within the specified time limit
 - To sign and return the duplicate copy of LoA.
 - To sign the Agreement within the time period specified by the Authority.
 - To furnish the Performance Security within the period prescribed in the RFP; or
 - In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3.11. Contents of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with it.

3.12. Clarification to RFP Documents.

- a) Bidders requiring any clarification on the RFP may notify the Authority in writing through email at the address provided in Bid Document. They should send in their queries on or before the date mentioned in Bid Document in order to enable Authority to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. The Authority shall endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on the website of the authority <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com> . The Authority is not bound to take cognizance of any queries raised after the date mentioned in the Bid Document for sending queries.
- b) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.13. Pre-Bid Meeting

- a) A pre-bid meeting would be held at a time and an address specified in Bid summary. Bidders shall bear their own cost of attending any pre-bid conference.
 - (i) During pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.
 - (ii) Clarifications/ responses would be shared by uploading such responses online only at website of Authority if required in the form of an addendum.
 - (iii) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference

3.14. Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b) Any Addendum/Corrigendum issued hereunder will be in writing and shall be uploaded on Authority website <https://gmdctender.nprocure.com> .
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date. However, a bidder cannot request extension of date of submission of bids for any reason.
- d) Relaxation in Bid Processing Fee (RFP Fee) shall be given to bidder holding valid Registration Certificate issued under the MSME Act, 2006 on the date of submission of RFP.

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

- a) The bids/proposals 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/proposal may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.
- b) The Bidders shall ensure that any number mentioned in the bid/proposal 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/proposal shall be quoted in Indian National Rupee (s) (INR)

4.3. Format and Signing of Proposal

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those bids/proposals that are received in the required formats and complete in all respects.
- b) The bid/proposal must be properly signed by the authorized signatory (the “Authorized Signatory”) as detailed below:

- By the proprietor, in case Bidder is a proprietary firm; or
- By a duly authorized partner holding the partner's authorization to bid in case of Partnership firms.

4.4. Bid Submission Process

- The Price Bid shall be submitted online only at <https://gmdctender.nprocure.com> on or before the Price Bid submission Date and time as per RFP notice. Any Bid submitting Price Bid (Financial Bid) in physical format, as part of Technical Bid or otherwise, shall be summarily rejected. Price Bids sent by e-mail or in the physical form shall result in disqualification of the bid.
- The Technical Bid documents other than the Price Bid and Instruments for RFP Fee and EMD should be submitted offline (physically) in sealed cover on or before the Technical Bid Submission time and date as specified in the RFP Notice as follows.

Checklist for documents to be submitted offline/physically is as follows:

Sr. No.	Annexure	Particulars
1	1	(a) Forwarding Letter signed by authorized signatory of Bidder (b) Constitution and registration documents such as Partnership Deed, Incorporation Certificate and MoA and AoA, GST Registration, MSME Registration if applicable, PF Registration, PSARA License, Professional Tax registration.
2	2	(a) General Information of the Bidder and Contact details (b) Project and Work References as required for Technical Scoring criteria. including evidence of work done in terms of Work Order and Performance Certificate/ Project Completion Certificate from clients (Refer Evaluation Section of RFP for detailed marking criteria)
3	4	Documentary evidence showcasing number of offices in Gujarat, Shop and Establishment Act Certificate, Rental/ Ownership proof etc.as per the requirement of Point No. 3 of Technical Score.
4	-	Documentary evidences showcasing the affiliation to training institute(s) as per the Requirement of point no.8 of Technical Scoring sheet
5	3	Financial Capability Statement in terms of the following: (a) Statutory Auditor/ Registered Chartered accountant's statement /certificate specifying Turnover for last three years (b) Audited Financial statements for last three years
6	5	Anti-Blacklisting Certificate in the form attached

Sr. No.	Annexure	Particulars
7	6	If the bidder is a Partnership firm, then Authorization of signatory in the form of Partners Resolution. If it is a Company, then Board Resolution or Power of Attorney in favour of the Authorized Signatory
8	7	Undertaking to authenticate information provided.
9	-	An assurance letter from the bank stating that valid Overdraft/Working Capital/ Credit facility for a minimum amount of Rs. 25 Lakh shall remain valid and continue during the Contract Period
10	-	Original RFP documents issued along with updated addendums/ amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
11	-	A pen drive comprising of soft copy of Technical Bid also to be submitted as part of Technical Bid

The above is not an exhaustive list and only indicative of major items required. The documents of Technical Bid shall be sent physically and should comprise of all documents required to be submitted as per this RFP.

- c) The Bidders are required to submit its bids/proposals (i.e., Technical Bid and Price Bid) on or before the Bid Due Date specified in Bid Summary.

4.5. Bid Due Date

- a) The last date and time of submission of the bids/proposals (the “Bid Due Date/Bid Submission Date”) is specified in RFP Notice.
- b) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.14. 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 Authority website of the Authority <https://gmdctender.nprocure.com> .

4.6. Late submissions

Physical submissions received by the Authority after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.

Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/or technical issues pertaining to online bid/proposal. The bidder is expected to take

its registration for e-bidding well in time and complete all procedure relating to e-submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may take advantage of training made available by e-bidding platform nProcure. The contact details of nProcure for Ahmedabad are as follows:

(n)Code Solutions (A Division of GNFC Ltd.)
304, GNFC Info tower, Nr. Hotel Grand Bhagwati, S G Highway, Bodakdev,
Ahmedabad – 380054. Phone:079 - 40007317
Email: dcsales@ncode.in, ahdsales@ncode.in

4.7. Modification and Withdrawal of Proposals

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

5. BID EVALUATION CRITERIA

All bids/proposals must be considered responsive as described in Clause 6.5 in order to be considered fit for evaluation. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria and obtain minimum required cutoff marks in the technical scores specified hereunder and will progress to the next stage of Presentation and physical verification at least one other site where the agency is currently providing the security services. Consequent to satisfactory performance in qualifying criteria and physical verification, the bidder will qualify for Price Bid opening. The Eligibility and Technical Score are described below:

5.1. Eligibility Criteria

A Bidder must meet Eligibility Criteria as follows:

- a) The Bidder shall be a legal entity registered in India as a Registered Partnership or Registered Proprietorship or Company only. Entities registered as Trusts/ Cooperatives or any other form of organization are not permitted to bid in this RFP.
- b) The Bidder must have an average audited annual revenue of Rs 5 Crore for last three financial years preceding the bid due date from the business of providing security services.
- c) Should not be a consortium.

- d) The Bidder should not have been not have been blacklisted for participation in this tender as on bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking. The Bidder shall need to submit Anti Blacklisting Affidavit as per format specified in Annexure 5.
- e) The bidder should not have been found to be have made statutory violations on account of various statutory obligations with respect to labour laws, payment of remuneration to staff, and all other regulatory obligations during its work contracts with any other Government or Public Sector entity. The Authority may ask the bidder for relevant evidence in this regard at any stage in the bidding process.
- f) The Bidder should not have Conflict of Interest as per RFP Clause 12.
- g) Any security service provider which is either the existing security service provider OR has been the security service provider for this location immediately prior to the existing contract shall not be eligible to be allotted this location.
- h) The bidder must have the following licenses /registrations (documentary proof required):
 - (i) Valid PSARA License for Gujarat
 - (ii) Valid License under the Shops & Establishments Act
 - (iii) PF Registration
 - (iv) ESIC membership
 - (v) GST Registration
- i) The bidder shall have a valid Overdraft/Working Capital/ Credit Facility available from an Authorised Bank as mentioned in Annexure 11 for minimum amount of Rs. 25 Lakh along with an assurance letter from the bank stating that such facility for the above mentioned amount shall remain valid and continue during the Contract Period. Kindly note that the bidder shall submit the documents demonstrating the Overdraft/Working Capital/ Credit Facility and assurance letter from a Separate Bank, other than the bank which has issued DD/BG for EMD for this RFP, from the list of Authorised Banks provided in the RFP.

5.2. Technical Qualifications and Scoring.

Only the bids/proposals of the Bidders meeting Eligibility Criteria shall be considered for assessment and assigning the Technical Score. The Technical Scoring matrix is provided below. The bids/proposals not obtaining minimum 60% marks (Technical Score plus Presentation and Physical verification) will be declared disqualified and not be processed further.

Sr. No.	Grading Criteria	Section Marks	Section Sub marks
1	Structure of Firm		
I	Company	15	15
II	Registered Partnership		12
III	Proprietorship		9
2	Age of Establishment		
I	Older than 10 years	15	15
II	5 to 10 Years		10
III	Less than 5 Years		5
3	No of Security Personnel Deployed in Ahmedabad		
I	More than 200 Personnel	10	10
II	>100 to 200 Personnel		7
III	>50 to 100 Personnel		3
IV	Less than 50 Personnel		0
4	Financial Capability		
	Audited Average Annual Turnover of last three Financial Years, i.e., FY 2021-22, 2022-23, and 2023-24		
I	More than Rs 10 Crore	20	20
II	> Rs 7.5 Crore to 10 Crore		15
III	Rs 5 Crore to Rs 7.5 Crore		10
5	Experience in Public Sector (minimum deployment should be for one year)		
	Total number of security personnel deployed in contracts in last three years preceding bid due date in Public Sector (Central/ State Govt Department /Public Sector Undertaking / Public Agency/ Local or Parastatal Body /Public Education or Health Institution/ Cooperative sector organizations/ major Sports Facilities)		
I	Higher than 200	25	25
II	>100- 200		20
III	50-100		15
IV	Less than 50		10
6	Experience in Deployment in Corporate Sector Offices (Large Premises) (minimum deployment should be for one year)		
	Total Number of Security personnel deployed in contracts in last 3 years preceding the bid due date in a large corporate body (Pvt. sector organizations / institutions with annual turnover of INR 500 Crores or more		
I	Higher than 150	10	10

Sr. No.	Grading Criteria	Section Marks	Section Sub marks
II	>100- 150		7
III	>50-100		4
IV	Less than 50		0
7	Training		
I	Training at any institution which is designated or affiliated for training of security personnel for this assignment under aegis of any Central/State Government program or Initiative or any agency registered under the PSARA, 2005 or any institution such as National Skill Development Council/SSSDC /MEPSC or equivalent. Sample Certificates to be produced	5	5
II	No training		0
8	Statutory Compliances		
I	Valid PSARA License for Gujarat	60	5
II	Valid License under the Shops & Establishments Act		5
III	PF Registration		5
IV	Settlement of ESIC Claims within a period of 90 days		5
V	<p>Payment of wages between 7th & 10th of the succeeding month without fail for at least one year preceding the bid due date for all the manpower deployed by the bidder in Ahmedabad</p> <p>(Verified by a detailed NEFT transactions statement from the Parent Account showing the date and amount of salary/ wages paid to each and every employ in a particular month for the past one year in a comparable business. Account Statement to be produced by Bidder)</p> <p>(Also submit a certificate from a registered CA/ statutory auditor showing the number of total employees per month for at least one year preceding the bid due date)</p>		15

Sr. No.	Grading Criteria	Section Marks	Section Sub marks
VI	Payment of PF subscription of all manpower of the bidder between 15 th and 30 th of the succeeding month. (To be verified from the relevant ECR and nominal Rolls of personnel for the previous financial year. Also submit the Payment confirmation receipt (PCR) as per ECR submitted.)		15
VII	Payment of Profession Tax to the relevant statutory body (Receipts to be produced for one year)		10
Total (Out of 150)			
<p>Bidders obtaining minimum 90 marks (60%) in the above (Sr No 1 to 8) with 45/60 in statutory compliances will be eligible for the next round of evaluation which will include a presentation with Q & A session, and verification from one or more existing client/s.</p>			
9	Presentation (Presentation of the date wise work plan for the particular assignment is mandatory)		
	Background and introduction to the agency, width of experience with different types of clients, presence in Ahmedabad, recruitment areas, training period and syllabus, whether SSSDC/MEPSC trainer or equivalent certified trainers are available, presence in security digitalization projects, record of handling disturbances/discipline issues and results (client references may be quoted), approach and plans for discharging responsibility at GMDC Ltd.	50	
Total (Out of 200)			

The Authority reserves the right to visit the project / deployment sites cited by the bidder as references randomly to verify any claims made by the bidder and generally to assess its performance.

Bidders obtaining minimum 120 out of 200 marks (60%) in the above (will be eligible for the next round of evaluation which will be the evaluation of Price Bids.

5.3. Price Bids

The indicative format of the Price Bid with reference notes is provided in Annexure 8. The terms and conditions relating the price bids and rates are indicated below for reference and should be read together with Scope of Work (Annexure A to Section II: Draft Service Agreement) and the notes given in Price Bid summary of the terms.

a) GMDC is inviting services of following categories of security personnel as follows:

- (i) Ex-serviceman Supervisor
- (ii) Civilian Supervisors
- (iii) Civilian security Guard
- (iv) Assignment Manager
- (v) Personal Security Officer with arms (PSO with arms)

The number of each type of security personnel is indicated in the Scope of Work (Annexure A to Section II: Draft Service Agreement).

b) GMDC Ltd will pay a sum of Rs. 25,000/- (Rupees Twenty Five Thousands Only) as a lumpsum from which deductions for Income Tax and Professional Tax as applicable and ESIC Subscription if enrolled will be permissible for one common assignment Manager for both locations. The payment will be based on his attendance on as for all other designations without Over Time. This individual will perform only the duties of the Assignment Manager and is not to be considered for deployment as a supervisor or any other duty. Should this be in any way breached, the bidder will not receive any further payments towards Assignment Manager costs and will be penalized to the extent of the payments made against this head from the commencement of the contract till the end of the contract.

c) In addition to above, GMDC Ltd will pay a sum of Rs.79,000/- Rupees (Seventy-Nine Thousand Only) as a lumpsum from which deductions for Income Tax and Professional Tax as applicable and ESIC Subscription if enrolled will be permissible for one Personal Security Officer with arm. The payment will be based on his attendance on as for all other designations without Over Time. This individual will perform the duties of the Personal Security Officer to the GMDC Executives (as assigned by CSO, GMDC) or as a Security Officer/ supervisor or any other duty. Should this be in any way breached, the bidder will not receive any further payments

towards Personal Security Officer costs and will be penalized to the extent of the payments made against this head from the commencement of the contract till the end of the contract.

- d) The daily and monthly remuneration payable to each type of personnel statutorily is already provided in the Price Bid and the bidder is not required to fill that up. The bidder is required to fill up only the following:
- (i) Service Charges that will be charged by it on the total remuneration payable. (The Service Charges quoted should not be less than 2%, or otherwise the bid shall be summarily rejected).
 - (ii) TDS as applicable
- e) The Price bids filled correctly as above (online only) will be considered valid Price Bids. The amount of Service Charge payable in % shall be the Bidding Criteria for purpose of calculating the Price Bid Score under the QCBS method.
- f) The authorized deductions from the wages of the personnel are as below:

Sr. No.	Item	Rate	Remarks
(i)	PF (Employee share)	@12% of min. wages	Verified against ECR and list
(ii)	ESIC	0.75%	Where applicable, evidence of depositing the amount to be submitted with RA bills
(iii)	Profession Tax	Rs. 200/-per month	Proof of depositing amount to be submitted with RA Bills
(iv)	Damages/Fines/ Advances etc.	As imposed/drawn	Proof in the correct statutory register, duly signed by the personnel in question to be submitted with RA bills. In case of false deductions, the penalty will be twice the amount so deducted.

6. EVALUATION PROCESS

6.1. Clarification of bids/proposals and Request for additional/ missing information

To facilitate evaluation of bids/proposals, the Authority may, at its sole discretion, seek in writing clarifications / documents/ missing information from any Bidder regarding its bid/proposal. If the response from the Bidder is not received by the Authority before the expiration of the

deadline prescribed in the written request, the Authority will proceed with evaluation process with the information already submitted by the bidder in its bid and its interpretation thereof.

6.2. Verification and Disqualification

- a) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

- b) The Authority reserves the right to reject any bid/proposal and/or appropriate the EMD if:
 - (i) At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - (ii) Bidder is found to be blacklisted/barred by any Government Agency.
 - (iii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the bid/proposal.
 - (iv) In case of fraudulent bid/proposal and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 11.
 - (v) In case the Bidder has Conflict of Interest as per RFP Clause 12.
 - (vi) A Bidder attempts to influence the Authority in its decisions on evaluation or selection process.
 - (vii) While evaluating the bid/proposal, if it comes to Authority's knowledge, either 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.
 - (viii) 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, delayed settlement of claims, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
 - (ix) A bidder who submits or participates in more than one bid/proposal under this RFP.

- c) Any misrepresentation/improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification/ rejection occur after the bids/proposals have been opened and the Preferred Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - (i) Invite the next preferred bidder to take up the assignment.
 - (ii) Invite the remaining Bidders to submit their bids/proposals or

- (iii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- d) In case it is found during the evaluation of bids/proposals 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/eligibility criteria/ qualification criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider 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 the Authority to such Successful Bidder or the Service Provider, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Service Provider. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

6.3. Contacts during Bid Evaluation

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

6.4. Opening of Technical Bid

- a) The Authority shall open the Technical Bids received to this RFP, at time, date and Place specified in the Bid Document the presence of the Bidders who choose to attend. The Bidders' duly authorised representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the bids/proposals opening process.
- b) 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.
- c) The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in RFP Clause 6.5.

6.5. Evaluation of Technical Bid

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

- a) Test of Responsiveness for EMD, RFP Fee, Timely and proper Submission:
- i. Prior to evaluation of Technical Bids (i.e., Qualification Criteria), the Authority shall determine whether each bid/proposal is responsive to the requirements of the RFP. The bid/proposal shall be considered responsive only if:
 - Technical bid is submitted physically and Price bids online as required.
 - Physical submission of RFP fee and EMD is made within specified timeline.
 - The bid/proposal and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - It contains all information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats specified);
 - Additional Information as sought by the Authority in the proper format within the stipulated time.
 - It does not contain any conditionality; and
 - It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
 - ii. The Authority reserves the right to reject any bid/proposal which is nonresponsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such bid/proposal.
 - iii. Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose bids/proposals are determined to be responsive.

b) **Assessment of Eligibility Criteria**

- i The Authority shall examine and evaluate the eligibility of each Technical Bid upon determining its responsiveness as per RFP Clause 6.5 above.
- ii The Bidder must meet Eligibility Criteria specified in the RFP and have submitted all documents as mentioned in the RFP in order to qualify for next stage of assessment.
- iii Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose bids/proposals are meeting Eligibility Criteria and submitted all required documents.

c) Allotment of Technical Score

- i Based on evaluation of the Technical Bids, the Authority shall assign Technical Score to each bidder as provided in the RFP.
- ii The bids/proposals of the Bidder determined to be responsive, meeting Eligibility criteria and securing minimum 60% marks (Technical Score)) and 45/60 in Statutory compliance shall be declared Eligible and Qualified bids/proposals (the “Eligible and Qualified bids/proposals”/ “Eligible and Qualified Bidder”) for price bid opening.

6.6. Evaluation of Price Bids

- a) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Eligible and Qualified Bidders in advance. The Bidders’ authorized representatives who are present shall be required to sign and record their attendance. They shall be possession of a Power of Attorney, authorizing them to negotiate and close the acceptance/non-acceptance of the offer at the time of joining this meeting. Should a representative arrive for the meeting without this letter, the price bids of that bidder will be rejected.
- b) The Price Bids of only the Bidders determined to be Responsive and meeting the Eligibility and Qualification Criteria shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- c) Evaluation of Financial Score (FS): Based on the result of the Price Bid opening, Financial Score shall be calculated for each bidder. The Lowest Financial Proposal (LFP) (Price) will be given a FS of 100 points. The FS of other proposals will be computed in inverse proportion as follows:

$$FS = 100 \times LFP/F;$$

Wherein, F = Service Charge percentage quoted by the Bidder being rated LFP =
Lowest Service Charge quoted by Bidder

Bidder quoting the lowest Service Charges shall be treated as 100 marks for calculation.

6.7. Composite Score

- a) The Composite Score of each Bidder shall be determined, , by combining Technical and Financial Scores based on following formula.

$$\text{Composite Score (CS)} = \text{Technical Score (TS)} * 0.70 + \text{Financial Score (FS)} * 0.30$$

The Technical score including experience, presentation & physical verification has been assigned 70% of weightage while price quote is assigned 30% weightage. The technical score will be converted to 100 marks for the purpose of calculating the composite scoring.

- b) Based on composite score, bidders will be ranked, in the descending order to create a “Ranked List,” with the bidder obtaining the highest composite score declared as First Preferred Bidder (P1), the bidder obtaining second highest composite score declared as Second Preferred Bidder (P2) and so on. For Example:

Bidder	Technical Score (T)	Rate quoted (f)	Financial Score (F = LFP/f x 100)	Composite Score (T x 70%) + (F x 30%)	Rank
A	90	3.5	85.71	88.71	P 1
B	80	4	75	78.5	P 3
C	80	3 (LFP)	100	86	P 2

- c) In the event, that two or more Bidders receive the same composite score, the bidder with the higher technical score shall be ranked higher in the Ranked List.

6.8. Negotiations

- a) The Successful Bidders ranking may be, invited for negotiations. The negotiations process may, inter alia, discuss and finalize the following:
- i Scope for reduction in Price of the Proposal.
 - ii Re-confirming the obligations of the Service Provider under this RFP.
 - iii Issues such as deployment of key personnel, understanding of the RFP, methodology, and date wise work plan in the form of signed document.
 - iv Allotment of the project shall be based on the Ranked List. P-1 will be offered to provide service first. In case the negotiation phase, P-2 shall be offered the project and so on.
- b) The Authority reserves its sole discretion in this regard and its decision will be final.
- c) In the event, pursuant to such negotiations, the Authority in its sole discretion rejects the selected Bidders, then in such case the Authority may in its sole discretion either annul the selection process or consider the next ranked Bidder.
- d) In case the financial/price bid of any Bidder is found seriously unbalanced by the Authority in relation to the market rate or its internal estimate or Good Industry Practice or lower than any labour regulation such as Minimum Wages act, ESI, PF etc., in such case the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the said bidder and/or all Bidders to demonstrate the internal consistency of those prices. If it is found to be lower than the relevant compliances and industry best practices, the Authority may, at its sole discretion, reject any or all the bids.

6.9. Correspondence with Bidder

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

6.10. 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 retained as a professional advisor advising the Authority in relation to, or matters arising out of, or concerning the bidding process. The Authority will treat all information, submitted as part of the bid/proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

7. APPOINTMENT OF SERVICE PROVIDER AND SIGNING OF AGREEMENT

7.1. Notification of Award.

- a) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidders through a Letter of Award (LoA) that his/their bid/proposal has/have been accepted (the “Successful Bidder(s).” This LoA shall be issued, in duplicate and shall specify the sum which the Authority shall pay to the Successful Bidder as per the terms of Contract.
- b) Successful Bidder shall, within 07 (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, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security/EMD 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.
- c) Bidders would be required to present break-up of the quoted Price Bid, segregating the same into the following
 - i. Base minimum wages payable to each category of security personnel based on applicable laws and regulations in this regard
 - ii. Any additional allowances
 - iii. Compliances such as PF, ESIC etc.
 - iv. Any Bonus, gratuity etc. as part of compliances
 - v. TDS applicable
 - vi. Agency Service Charges

7.2. Escalation in Prices

Any escalation that may be provided on the Prices post award shall be based on changes in statutory levies and obligations such as on minimum wages, PF, ESIC and other statutory compliances thereof only as per applicable rules and regulations and subject to performance and submission of valid proof of such change.

7.3. Signing of Agreement

- a) After acknowledgement of the LoA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the Performance Security as per the RFP provisions, to execute/ sign the Service Provider Agreement within 30 (thirty) days from the date of LoA. The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Draft Agreement, save and except any modifications arising from response to pre-bid queries, grammatical errors or any changes required to bring further clarity in RFP and Draft SPA terms.
- b) The Draft copy of Service Provider Agreement (the “SPA”) shall be provided to the successful bidder. The successful bidder shall not be entitled to seek any modifications / concessions on the RFP terms in the Agreement.
- c) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- d) After the signing of Agreement, the Successful Bidder shall have called “Service Provider/ Security Service Provider.”
- e) **No Bills / No RA Bills will be processed by GMDC until and unless the service provider agreement is duly signed by the both parties and copies forwarded to the relevant department.**

8. PERFORMANCE SECURITY

- a) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, **within 30 days from the LoA**, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure- 10) for an amount equal to 10% of the Total Contract Value for first year, awarded to the preferred bidder. Such performance Security shall be in favour of “Gujarat Mineral Development

Corporation Ltd” and admissible and payable at Ahmedabad branch from the banks approved by Government of Gujarat except Co-operative Banks.

- b) The Service Provider shall maintain a valid and binding Performance Security for a validity and claim period of six months beyond the expiry of the Contract Period i.e. 31 July 2027 (“Validity Period”).
- i. The Service Provider shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period [including Establishment Period] and thereafter until expiry of six months from end of Contract Period as decided. In case Contract Period is extended then the Service Provider shall have to renew Performance Security for a period of extended Contract Period within 30 days of information of the extension of the contract.
 - ii. If the Preferred Bidder, fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
 - iii. The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - In the event the Authority requires to recover any sum due and payable to it by the Service Provider including but not limited to damages; and which the Service Provider has failed to pay in relation hereof; and
 - In relation to Service Provider’s Event of Default in accordance with the terms contained in the Agreement.
 - iv. At any time during the Validity Period, the Performance Security has been encashed by the Authority in accordance with the provision of the Service Provider Agreement, the service provider will be required to replenish the same within 30 days.
- c) Bank Guarantee valid for a period of two years plus 180 days from the date of award of the contract will have to be submitted within 30 days of receiving the LoA and which shall have to be renewed 45 (forty-five) days before the expiry of the validity period.
- d) At the end of the Contract Period, the Performance Security shall be returned to the Service Provider without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the Service Provider Agreement. Such refund will be processed upon furnishing of evidence of compliance with all payments related to statutory norms. The evidence should be furnished within 90 days from the expiry of such agreement.

9. ANNULMENT OF AWARD

Failure of the Successful Bidder in submission of Performance Security and signing of Agreement as per RFP terms and any other requirements and /or the provisions of RFP and the Service Provider Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

10. TAX LIABILITY

- a) The rates quoted in Price Bid Annexure-8 shall be inclusive of all taxes, duties, surcharge, Levies etc. except Goods and Services Tax as applicable. The GST shall be payable over and above the Security Provision Rate by the Authority.
- b) The Authority shall be titled to deduct Tax Deductible at Source on the payment as may be applicable including TDS on GST. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

11. 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 after 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, the Authority may reject a bid/proposal, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of the Authority under sub Clause (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise, if a Bidder or Service provider (as the case may be) is found 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, the Authority shall retain the right to have such Bidder or Service Provider debarred participation in any RFP or RFP issued by the Authority during a period considered appropriate by the Authority.

c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

i. **“Corrupt Practice”** means

- The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a persons connected with the Bidding Process); or
- 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 the Authority in relation to any matter concerning the Project;

ii. **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

iii. **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

iv. **“Undesirable Practice”** means;

- Establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or Having a Conflict of Interest; and
- “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.

12. CONFLICT OF INTEREST

a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Service Provision (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest

shall be disqualified. In the event of disqualification, GMDC LTD. shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre estimated compensation and damages payable to GMDC LTD. for, inter alia, the time, cost, and effort of GMDC LTD. including consideration of such Bidder's Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC LTD. hereunder or otherwise.

- b) GMDC Ltd. requires that the Service Provider provides professional, objective, and impartial services and at all times hold GMDC Ltd.'s interest paramount, avoid conflicts with other jobs and assignments or its own interests, and acts without any consideration for future work. The Service Provider 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 Ltd.
- c) Without limiting the generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other. Specifically, the following, inter alia, shall constitute a Conflict of Interest:
 - d) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Partnership and Proprietorship firm is defined as follows. (Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in definition section)
 - i If Bidder is a Partnership Firm: In such case, the Partners or Associate of the bidding firm having a profit sharing of at least 26% also
 - Holds at least 26% of the equity/ownership in the other Bidder or Associate of such other Bidder
 - Holds at least 26% of profit sharing in other Bidder or its Associates of such other bidder
 - Is a proprietor of another bidder
 - ii If Bidder is a Proprietorship Firm: In such case, the Proprietor or Associate of such Bidder also
 - Is a proprietor of another bidder
 - Holds at least 26% of the equity/ownership in the other Bidder or Associate of such other Bidder
 - Holds at least 26% of profit sharing in other Bidder or its Associates of such other bidder
 - iii a constituent of such Bidders is also a constituent of another Bidders; or.

- iv such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- v such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- vi such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidders; or
- vii Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the Tender.

13. CHANGE IN LAW

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

14. STATUTORY OBLIGATIONS

- a) If any amount becomes payable by GMDC Ltd. as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Successful bidder for which GMDC Ltd. will not be responsible for any compensation.
- b) That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- c) The Successful bidder shall also indemnify the GMDC Ltd. against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or nonfulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.

- d) The Successful bidder shall comply with other statutory provisions of Law. The Successful bidder shall comply with all applicable laws, ordinances, approved standards, rules, and regulations.

15. CANVASSING NOT PERMITTED

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

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

16. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmadabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
- 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
 - Consult with any Bidder to receive clarification or further information.
 - Retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
 - Independently verify, disqualify, reject and/ or accept all submissions or other information and/or evidence submitted by / behalf of any Bidder.
- c) It shall be deemed that by submitting the bid/proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

- d) No Partnership: Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

- e) The Service Provider 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 II: DRAFT SERVICE PROVIDER AGREEMENT (SPA)

THIS AGREEMENT is entered in to on this the _____ day of _____, 20

BETWEEN

Gujarat Mineral Development Corporation Ltd (the “Authority/GMDC LTD”), a Company incorporated under the Companies Act, 1956 and having its registered office at Khanij Bhavan, _____ 132 Feet Ring Road, Vastrapur, Ahmedabad – 380052 (herein after referred to as “Authority/GMDC LTD” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART.

AND

_____ (Name of the firm), _____, having its registered office at _____ (Registered address), hereunder referred to as the “Security Service Provider / Service Provider / Security Agency” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

The Authority and the Service Provider are hereinafter individually referred to as “Party” and collectively as “Parties”.

WHEREAS

- A. The Authority vide its Request for Proposal, dated _____ 202_ invited bids/proposals from competent parties through transparent and competitive bidding process for selection of Security Service Provider for Security Services at GMDC LTD, as per specifications and performance standards, and scope of work as set out in the RFP and this Service Provider Agreement (SPA) hereinafter called the “_____ Project of GMDC Ltd _____”.
- B. Pursuant to the evaluation of the bids/proposals received, the Authority has accepted the bid/proposal of the Service Provider as per the terms and conditions specified in RFP documents subsequent Addendum, terms specified in this Agreement and issued a Letter of Award (LOA) No. _____ dated _____ 202_ accepting the particular bid/proposal.
- C. The Service Provider has accepted the LOA by its letter _____ requiring inter alia the execution of the Contract and furnishing the Performance Security, subsequent to which it has furnished to the Authority a Performance Security by way of Fixed Deposit/ BG Number _____ dated _____ issued by State Bank of India of amount _____ Rs _____/- in favour of “Gujarat Mineral Development Corporation Ltd” payable at Ahmedabad, and having validity until expiry of _____ period after the expiry of term of SPA (“Performance Security”).
- D. Pursuant to the furnishing of Performance Security by the Service Provider in terms of LOA and fulfilling all other terms thereof, the Authority hereby agrees to appoint and avail services of the

Service Provider for the Project on the terms, conditions and covenants hereinafter set forth in this Agreement.

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

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

1. This Agreement along with all Annexures hereto.
2. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
3. Letter of Acceptance (LOA) No. _____ issued on _____.
4. Performance Security No. dated on _____ (Name of the bank) BG for amount Rs. _____/- valid up to _____.
5. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

1. DEFINITIONS AND INTERPRETATION

- 1.1. In the Contract, the capitalized terms not defined herein and defined in the RFP shall have the meaning ascribed thereto therein and the capitalized terms expressly defined herein, unless the context otherwise requires, shall have the following meanings hereinafter respectively ascribed to them.
 - a) “Applicable Law” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought in to force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations set out at point No. 20 of the RFP Summary and applicable to the Project.
 - b) “Applicable Clearances” means all clearances, permits, no objection certifications, exemptions, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement.
 - c) "Authority" or “GMDC LTD” means Gujarat Mineral Development Corporation Ltd [including without limitation its authorized representatives].
 - d) “Authority Event of Default” shall have a meaning specified in clause 19.

- e) "Security Points /Duty points/Locations" means the points located at GMDC LTD where Security is to be provided by deploying security personnel and which are mentioned in the LOA.
- f) "Contract Period" shall have a meaning specified in this Section.
- g) "Contract/Agreement" shall have a meaning specified in recital of this Section.
- h) "Commencement of Operation Date/COD" shall have a meaning specified in clause 5.
- i) "Dispute" shall have a meaning specified in clause 21.
- j) "Security Service" means all the activities providing security services and deployment of required resources at specified locations in Gujarat.
- k) "Force Majeure" shall have a meaning specified in clause 20.
- l) "Government" means the "Government of Gujarat (GoG)" or "Government of India (GOI)" as is relevant in the context.
- m) "Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.
- n) "Letter of Award (LOA)" or "Letter of Acceptance" means the letter issued by the Authority to the Successful Proposer, conveying the acceptance of its Proposal.
- o) "Material Change/Material Breach/Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract and which act, or event causes a material financial burden or loss to either Party.
- p) "Service Provider Event of Default" shall have a meaning specified in the part III.
- q) "Project" shall have the meaning as ascribed thereto in Recital A hereof.
- r) "Performance Security" shall have the meaning ascribed thereto at Recital C hereof.
- s) "RFP" shall have the meaning ascribed thereto in Recital A hereof.
- t) "Remedial Period" means time provided to remedy the breach/default as per terms of Contract. The details meaning is specified in the part III.
- u) "Service Charges" shall mean the charges for rendering security services by the Service Provider which is payable by Authority to Service provider.

- v) "Service Provider" shall have the meaning as ascribed thereto in the array of parties in the Recitals above.
 - w) "Service Provider Event of Default" shall have a meaning specified in the part III.
 - x) "Third Party" means any Person other than Authority and the Service Provider.
 - y) "Vandalism/Rioting/agitation" shall have meant as described elsewhere in the Service Provider agreement.
- 1.2. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

2. APPOINTMENT OF SERVICE PROVIDER

2.1. Appointment of Service Provider:

- a) Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Service Provider, and the Service Provider hereby accepts its appointment for undertaking Security Services at GMDC LTD in accordance with the terms of this Agreement and subject to the Applicable Laws.
- b) Provided however that no authorizations/license/rights whatsoever granted herein by the Authority to the Service Provider shall constitute [expressly or by implication] any grant of ownership interest rights in respect of any asset/infrastructure of GMDC.

2.2. Undertaking

In consideration of the rights, privileges and benefits conferred upon the Service provider, and other good and valuable consideration expressed herein, the Service Provider hereby accepts this Agreement and agrees and undertakes to perform/discharge all of its obligations and conditions in accordance with this Agreement inclusive of RFP terms and matters incidental thereto or necessary for the performance of any or all of the obligations of the Service Provider under this Agreement, and bear and pay all costs, expenses and charges in connection with, or incidental to the performance of its obligations in accordance with the terms contained herein.

2.3. The Project.

The Project shall mean and include, during the SPA term:

- a) Providing Security Services in accordance with the Scope of Services and other provisions of this Agreement; and
- b) Performance and fulfilment of all other obligations of the Service Provider in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the Service Provider under this Agreement.

3. AGREEMENT PERIOD

- a) The tenure of the Agreement shall be two years from the Commencement of Operation Date (COD) provided that in the event of earlier termination, this period shall end with the date of termination of the Agreement (the “Contract Period/Agreement Period”). The contract can be extended by one further year at the sole discretion of the authority.
- b) Work will be awarded for a period of two years. There will be review of the service quality delivered including a summarization of the Vendor Performance Rating awarded month on month.
- c) In case Service Provider meets the service quality norms for the year, the contract will continue for the Second Year. In case the service provider fails to meet the set service quality norms, the contract can be terminated at this or any other point by giving One Month’s notice.
- d) In case the service provider commits default of its obligations in terms hereof during SPA term, Authority may its sole and absolute discretion, choose to terminate the services of the service provider.

4. SCOPE OF WORK

The Scope of the Work of the Service Provider/Security Service Provider shall be as specified in the “Scope of Work” document attached as the annexure A of the Draft Service Provider Agreement.

5. COMMENCEMENT OF OPERATION

- I. The Service Provider shall be required, within time period of 15 days (“Establishment Period”) from the date of issuance of LOA or such extended time period as Authority may in its sole discretion chose to grant, to deploy Security Personnel and undertake operation pursuant to Security Services as per Scope specified in this Agreement. The LOA shall indicate the exact deployment required in terms of number and location of security points to be manned.
- II. The date of commencement of operation under this agreement shall be ____.
- a) The Service Provider during the Establishment Period shall undertake *inter-alia* selection, recruitment, training and induction of the Security Personnel and supervisors to provide the Security Services. It shall provide a list of all its personnel to be deployed in informative format along with photograph of the personnel to be deployed, and for armed personnel, copy of the armed license. The decision of the Project Security Head shall be final in the selection of the security personnel where it does not conflict with the relevant regulations.
- b) On receipt of notice from the Service Provider with regard to preparedness to commence the Services within the Establishment Period or any extended period as may be agreed to by the Authority, the Authority shall inspect the preparedness of the Service Provider in commencing the Security Services to determine if the same conforms to requirements under the LOA in terms of number and location to be manned, terms and conditions of the RFP and this Agreement,

deployment plan and other plans presented by the Service Provider at the bidding stage etc. and provide a commencement letter giving the date from which services shall commence (the “Commercial Operation Date”/ “COD”). The Service Provider shall begin their services on the COD.

- c) For the number of security points listed out in the LOA for which the Service Provider is unable to provide security services after the COD, for reasons not attributable to the Authority or due to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the service provider, the service provider shall pay Liquidated Damages as specified in the RFP and the LOA, as well as the Agreement.
- d) Subject to payment of Liquidated Damages, the Service Provider shall promptly cure the defaults in provision of Security personnel at the Security Points not so serviced. However, if the delay persists for over 30 days, the same shall be deemed as Service Provider Event of Default which shall entitle the Authority, at its sole discretion, to terminate the SPA in accordance with terms hereof; which shall be without prejudice to Authority’s other rights and remedies under law or otherwise.
- e) Please refer **Annexure A** attached to the Draft Service Agreement for further Scope of Work.

6. PERFORMANCE PARAMETERS AND DAMAGES

- a) If the Service Provider fails to commence the work within 15 days from the date of issuance of LOA/DLOA, a liquidated damages @ Rs.15,000/- per day shall be leviable, for a maximum period of 20 days. If the Service Provider fails to start work even after 20 days, the authority will be free to forfeit the EMD and/or SD, or both the EMD and SD and take action stipulated under RFP document.
- b) Under any circumstances, the Service Provider shall have to deploy required security personnel as per authority’s requirement. If the required security personnel are not engaged in totality even after three months from the date of work order and/or during the currency of contract, liquidated damages @ Rs 50 per day per security personnel shall be leviable.
- c) In event of unsatisfactory work execution and/or non execution of work, over and above the liquidated damages on failure to commence the work and/or delayed operation, the authority may at its sole discretion get the work executed from any other agency at the risk and cost of the Service Provider. In such event, the authority shall be entitled to recover from the Service Provider the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

d) Penalties/Liquidated Damages.

The penalty for non-adherence to the contract clauses and breaches of discipline are as below:

Sr No	Heading	Rate	Remarks
(a)	Not deploying strength as per contract terms	Rs. 200/- per vacant post	*Relaxation is given upto 5% for unforeseen circumstances. *Shortfall greater than 5% for more than three days will invite penalty of Rs. 300/- per vacant post
(b)	Non-Payment of wages to personnel before the 10 th of the succeeding month	Rs. 500/- per day's delay	*Payment is to be made by the agency irrespective of whether they have received payment from GMDC Ltd..
(c)	Not Depositing PF for the previous month within the stipulated period	Rs. 500/- per day of default	*This will be applicable even if just one person is not paid wages on time. *If it is repeated time and again, penalty will be Rs. 750/- per day of default.
(d)	Acts of indiscipline by agency personnel including absenteeism, dereliction of duty, consumption of narcotics/alcohol while on duty or coming on duty while under the influence	Rs. 250/- per offence	IF THE INDIVIDUAL IS A REPEATED OFFENDER, Agency will take the advice of the Security Supervisors (Sahayak) in dealing with the said offender
(e)	Improper turnout	Rs. 100/- per default	To be levied on the offender, unless the agency has failed to provide uniform or equipment. Then, it will be borne by the agency
(f)	Insubordination/assault against GMDC Ltd. officials by agency personnel	Rs. 25000/- per default	Offending personnel must be removed from the site and not allowed to rejoin.
(g)	Failure to prevent assault against GMDC Ltd. Officials by others	Rs. 25000/- per default	Offending personnel must be removed from the site and not allowed to rejoin.

e) Rewards.

Sr No	Heading	Rate	Remarks
(a)	Maintaining 100% strength for three months continuously	Rs. 10,000/-	This does not consider the 5% allowance made for the deployment. Strength has to be 100%
(b)	Completion of all compliances for six continuous months	Rs. 10,000/-	
(c)	Successful separation of in disciplined guards, with no repercussions to GMDC Ltd.	Rs. 1000/-	To be granted to the assignment manager after one month of separation provided there is no further indiscipline.
(d)	Prevention of theft of value over Rs. 5000/-	Rs. 500/-	To be given to the guard by the Security Supervisors (Sahayak) during the roll call
(e)	Prevention of assault against GMDC Ltd official/visitor	Rs. 1000/-	Per guard/supervisor. To be given by the GM Project during a public celebration like Independence Day etc.
(f)	Providing prior intimation of possible actions against the Authority's interests by workmen/locals	Rs. 500/-	Security Supervisors (Sahayak) to verify the veracity of the information before giving the reward. This reward will be given in confidence.

Theft/damage to Authority's property: Where there has been a theft or acts of vandalism/ arson against Authority's property the procedure for dealing with the same will be as below:

- i. There will be joint inquiry called for by the AM (Compliance) by phone/email upon discovery of the theft/damage.
- ii. The agency will depute a reasonably senior person to be part of this joint inquiry within 24 hours of receipt of the intimation. If the agency fails to depute the said person, the decision of the AM (Compliance), GMDC Ltd. will be final.
- iii. The inquiry team may include other personnel such as HR/Finance personnel to establish the value of the loss.
- iv. The team will establish how the incident occurred and fix responsibility.
- v. The agency will be asked give their reasons as to how the theft/damage was not due to a failure on the part of the agency/its personnel.

- vi. The decision taken by this team on ground will be considered final.
- vii. Penalties and recoveries will be made in accordance with the proportion of responsibility fixed on the agency/its personnel.

7. AGREEMENT

- a) The whole Agreement is to be executed in the approved, substantial and workman like manner, to the entire satisfaction of the Authority, who both personally and by his deputies, shall have full power, at every stage of progress, to inspect the deployment.
- b) The Service Provider shall have to Supervise and monitor the work performed by the Security Personnel. The Service Provider shall have to make provisions of the reliever to ensure uninterrupted security service during the Contract Period.
- c) The Authority shall undertake surprise monitoring and supervision by deputing its officer/s and it shall have full powers to check, monitor, demand any records of the Service Provider relating to the Project.
- d) The authority shall also conduct periodic audits of the performance of security services by utilizing internal resources or inviting third party auditors to satisfy themselves of the service quality and compliance status.

8. SUBCONTRACTING

Service Provider is not permitted to outsource/subcontract the scope of work.

9. PERFORMANCE SECURITY

- a) For securing the due and faithful performance of the obligations of the Service Provider under this agreement during the Contract Period, the Service Provider, has in terms of the RFP and letter of award furnished to the Authority the required Performance Security amounting to 10% of the contract value for one year i.e. Rs _____/- in the form of Bank Guarantee/DD duly issued by the banks approved by the Government of Gujarat from time to time and valid till Six Months beyond the Contract Period of Two Years. The bank Guarantee/DD is admissible and payable at Ahmadabad branch, the receipt & veracity of which, is hereby acknowledged by the Authority.
- b) The Service Provider shall maintain a valid and binding Performance Security for a period of six months beyond the expiry of the Contract Period (“Validity Period”). The Service Provider shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period [including Establishment Period] and thereafter until expiry of six months from end of Contract Period of 06 (Six) months. The service provider will extend the validity of the SD as and when required, in case of extension of the service period.

- c) The Authority shall be titled to forfeit and appropriate the amount of the Performance Security in the following circumstances:
- i. In the event the Authority requires to recover any sum due and payable to it by the Service Provider including but not limited to Damages; and which the Service Provider has failed to pay in relation thereof; and
 - ii. In the event of the Service Provider's Event of Default specified this Agreement, if such default is not cured with the remedial period as per the terms of the Agreement.
 - iii. If the Service Provider fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
 - iv. If the service provider fails to meet statutory or contractual obligations despite reminders and application of liquidated damages.
- d) The Service Provider shall always keep the Performance Security valid in full force and effect as provided in the RFP ("the Validity Period"). This is an essential condition of the Contract and the failure to maintain the Performance Security in accordance with the provisions hereof shall constitute a Service Provider Event of Default and shall entitle the Authority to terminate this Contract in accordance with the provisions hereof.
- e) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Service Provider without any interest, provided the Service Provider is not in default of the terms hereof and there are no outstanding dues of the Authority with the Service Provider.

10. INSURANCE

- a) The Service Provider shall, with effect from the date of signing of Agreement, at its cost and expense, effect, purchase and maintain all/any insurances for its staff and its back-office equipment as may reasonably be considered necessary and prudent in accordance with good industry practices, applicable law, and applicable permits during the Contract Period, including but not limited to the following coverage:
- (i) Insurance of employee compensation and other liability as per Employees' Compensation Act as applicable at the location.
 - (ii) Necessary insurance cover for the Service Provider's Personnel/staff against personal accident, injury and death while on duty.
 - (iii) Service provider's all risk insurance and Comprehensive third-party liability insurance.

- (iv) Any other insurance that may be necessary to protect the Service Provider and its employees against loss, damage or destruction including all Force Majeure Events that are insurable and not otherwise covered in above clauses with the Authority as beneficiary / co-beneficiary.
- b) The Service Provider shall be responsible to pay the premium regularly and maintain the insurance policies always specified above during the Contract Period. Service Provider shall be solely responsible in case of failure of its renewal. The Authority will in no way be liable for the same and shall be indemnified from any claims under the head. Should the authority become a party to any claim, the Authority shall have the right to recover all costs from the service provider.
- c) The Service Provider shall, from time to time, and in no case later than 15 days from receiving any insurance policy certificate, provide to Authority/ Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with the conditions of the RFP.
- d) If Service Provider shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option, without being under any obligation to do so, to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Service Provider.
- e) Subject to the provisions of this Contract, all moneys received under insurance policies shall be promptly applied by the Service Provider towards compensation, treatment of its staff or third party or Authority's Staff (if such damages are due to the actions attributed to the Service Provider's Staff).

11. PAYMENTS TO THE SERVICE PROVIDER FOR SECURITY SERVICE.
Detailed bifurcation is as under

Sr No	Project	Type of Manpower	Numbers	Rate Per Month	Cost Per Month	Recruitment Cost per Annum	Cost for One year
(a)	HO and Annex	Ex-Servicemen Supervisors	3				
(b)		Civilian Supervisors	3				
(c)		Civilian Guards	33				
(d)		Assignment Manager	1				
(e)		PSO with arms	1				
Total			41				
Cost for Two Years for 40 Security Personnel							

Deduction

Deduction	Exm Sup	Civ Sup	Civ Sec. Guards	Assignment Manager	Personal Security Officer with arms
Total Earning for 26 days					
PF Employer 13%					
PF Employee 12%					
Bonus 8.33%					
PT Rs 200/-					
TDS 1 %					
Uniform Rs 500/-					
Training Rs 250/-					
Service Charges 2%					
Total Deduction					
Total Inhand Salary for 26 days					

Note : 04 w/off for every persons is considered mandatory.
The Authority shall make payment to the service provider pursuant to following clauses;

11.1. Basis of Payment

- a) The Authority shall, based on the price quote/Service Charges specified in Letter of Award issued by the Authority, pay to the Service Provider the Service Charges.
- b) The Payment for Security Services shall be made on monthly basis and shall start one month from the achieving the COD (i.e., Commencement of Operation Date) subject to the provisions of the RFP.
- c) Any escalation that may be provided on the Prices fixed as per LOA post award shall be based on changes in statutory levies and obligations such as on minimum wages, PF, ESIC and other statutory compliances thereof only as per applicable rules and regulations and subject to performance and submission of valid proof of such change.

11.2. Payment Procedure.

- a) The Authority shall make monthly payments only after the Service Provider produces the evidence of payment made to Security Personnel and Supervisors as per minimum wages act

and statutory dues such as PF, ESI, PT etc and any amendment subsequently issued by the Government thereof.

- b) The Service Provider shall submit the invoice for every month at GMDC LTD along with the following documents:
- (i) Original of attendance sheet of all projects certified by authorized officer of GMDC LTD (Project Security Head).
 - (ii) Summary Statement [including supporting documents] showing number of persons deployed at the Project during such month of operation and the number of days for which deployed.
 - (iii) Bank statement showing the release of monthly wages to all its employees deployed for the Project that includes fulfillment of minimum wages, PF, ESIC, PT etc. as per applicable laws. (PF Deposit Challan, PF account number, amount deducted etc.).
 - (iv) Statement showcasing of three months (Quarter) of working capital in terms of Separate Bank account or Bank's Credit Facility if so demanded by the Authority.
- c) The above documents on receipt may be required to be scrutinized by the Consultant or/and Pre-auditor after which it shall be processed for approval by competent officer of the Authority.
- d) In addition to above, Authority would periodically check legal/labour compliance obligations of the Service Provider by scrutinizing its periodic returns showing payment of PF, ESIC, labour license PSARA License etc. as applicable. In the case of any default, which in the opinion of the Authority or the opinion of any expert/consultant in the matter who the Authority may consult, is harming the interest of the Project, the personnel deployed, or creating liabilities on the Authority, the Authority retains the right to stop the next payment or make partial payment until such obligations are fulfilled and the evidence is presented to the satisfaction of the authority.
- e) The Authority shall, subject to reconciliation/deduction [as applicable in terms there of], and subject to any Tax to be deducted at Source as per law, pay to the Service Provider, a consideration amount based on the accepted Service Charges within 15 (Fifteen) working days from the date of producing documents as provided in sub clause (b) above to the satisfaction of the Authority, provided however that such payment shall be subject to deduction of damages, if applicable, in terms of the SPA.
- f) The Monthly Rate, excluding Agency Cost/Agency Service Charge, quoted by The Security agency shall be considered as Base Charge without Agency Charges ("Base Charge without Agency Charges"). The Base Charges without Agency Charges shall be increased or decreased corresponding to proportionate change in the Minimum Wages published by Labour and Employment Department, Govt. of Gujarat/GoI on time-to-time basis i.e. Percentage increase or decrease from the previously published Minimum Wages.
- g) The Security Agency shall have to open Bank accounts of their deployed Security Personnel and shall be required to deposit the wages made within 7 – 10 days from the end of the month by the Service Provider **irrespective of the receipt of payment from the Authority.** Payment of the RA Bill shall be released only after receiving detailed statement showing name

wise wages and all other payments if any having deposited in the accounts of their workers.

- h) The Service Provider shall have to maintain the three months of working capital requirements or Bank's Credit facilities to meet three months of working capital all time during the Contract Period in a separate bank account.

12. RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER.

The Service Provider shall be liable for following responsibilities and performance obligations;

- a) Recruitment, training and staffing the security personnel at project location according to the LoA.
- b) Provide the laid down uniform, equipment and tools required for the security personnel to perform their duties.
- c) Issue photo identity cards for the personnel with:
- i. Police verification.
 - ii. PF enrolment with UAN Activation.
 - iii. Addition in the WCP list.
 - iv. Verified bank account for payment of wages.
- d) Deploy the personnel at site as per below process:
- i. Produce the guard for interview by the PSH, HR Representative and the assignment manager/senior supervisor of the agency.
 - ii. Guards will be in possession of:
 - Application form.
 - Proof of Identity (Aadhar Card/Voter ID/Driving License or any government issued photo ID).
 - Proof of earlier employment.
 - Bank account details.
 - iii. Deploy only those guards approved by the interview panel.
 - iv. Maintain full documentation of both the accepted and rejected candidates.
- e) Maintain record of all personnel deployed at site including their daily, verified attendance.
- f) Update the PSH on any person who is going on leave or is leaving the site.
- g) Maintain shift schedule of personnel on duty and ensure rotation between posts on a bi-weekly basis.
- h) Maintain discipline among the personnel and ensure compliance with GMDC SOPs and norms.
- i) Escalate pertinent issues to the PSH or the Agency as the case may be.

- j) Ensure refresher training of 2 hours per man per month at the project site through trainers from the agency. Assignment manager/supervisor deployed at site will not be considered trainers.
- k) Ensure the following compliances:
 - i. Minimum Wage Act – Agency personnel must receive wages as per the Minimum Wages Act or at the negotiated rate whichever is higher.
 - ii. Pay wages between the 7th and 10th of the succeeding month in accordance with the Payment of Wages Act.
 - iii. Ensure deposition of PF in their respective PF accounts in a timely manner.
 - iv. Ensure that all personnel are covered under the Workmen’s Compensation Act/ESIC as applicable, and regular additions and deletions are made whenever personnel join/leave the agency.
 - v. Compliance with PSAR Rules 2007 and other related acts.
 - vi. Compliance under the Arms Act for the weapons and ammunition used by the gunmen.
 - vii. Submit bills (Invoices) based on verified attendance provided by the PSH. The flow of documents for bill processing is detailed separately.
- l) Maintain liaison with the local police, administration and intelligence agencies in support of the company.

12.1. General Responsibilities and Obligations of the Service Provider.

The Service Provider, in addition to the responsibilities and obligations provided in the clauses hereinabove shall have the following obligations, role and responsibilities:

- a) Ensure uninterrupted security services as per the scope of work during the operation hours by deploying adequate number of trained, able bodied and disciplined Security Personnel, relievers and supervisors.
- b) Provide, get approved and implement Standard Operating Procedure (SOP) including identification of long-term threats and risk and providing a proper mitigation plan.
- c) Ensure that staff are issued I-Cards, wear uniforms and ensure good behaviour with public and GMDC officials.
- d) Provide all information, data, records, documents etc as required by Authority, from time to time and respond to all notices letters communications received from the Authority within the given time frame with complete and full replies.

- e) Submit bills timely and pay all dues and fines payable to Authority as per terms of Agreement without any delays.
- f) To execute, at his own risk and costs, all ancillary or complementary obligations to the Agreement required for the proper operation of the Security Service Scope as per Good Industry Practice, Scope of Work and other obligations as per RFP.
- g) Train staff and re-train them periodically at regular interval for updating their skills in all the related fields at his cost and participate in all the meetings, committees etc. as directed by the Authority from time to time.
- h) To comply with all legal, statutory, and other requirements as per the applicable laws and in particular labour acts/rules/regulations/practices.
- i) To ensure that Authority is fully and completely absolved of any responsibility, liability of any kind whatsoever on his behalf and or of any act of omission/commission by the Service Provider. Authority is expressly understood to be indemnified by the Service Provider of any of the acts of omission/commission and of any consequential damages/losses caused by the Service Provider's employees, agents, contractors, etc.
- j) The Service Provider(s) shall not form/establish any Employee's or Service Provider's Union, and no such activity shall be entertained by Authority.
- k) The Service Provider shall establish single point contact to manage all the communications and correspondence with Authority in terms of an Operations Manager.
- l) The Service Provider shall ensure that all applicable taxes and duties are paid by Service Provider in a timely manner and there are no arrears regard the contract.
- m) The Service Provider shall ensure that the Security Personnel, employees, workmen, personnel and staff who are employed for the purposes of the execution of the Contract have the necessary skills, training, qualifications and credentials.
- n) The Service Provider shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of execution of the Contract. The Service Provider shall ensure that all personnel and staff are under constant supervision to provide the uninterrupted Security services.
- o) The Service Provider shall be solely and exclusively responsible for the recruitment, payment of the salaries, wages and other payments and costs incidental thereto, health, hygiene, safety etc. and all taxes, charges, levies, duties payable under Applicable Laws arising from the respective terms and conditions of employment of all personnel and labour employed by the Service Provider in connection with the Project under or through whatever legal relationship. The Authority shall not be liable in any manner whatsoever in respect of such employees/ personnel and labour engaged by the Service Provider.

- p) The Service Provider shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, minimum wages act, bonus act etc to the staff and personnel engaged by it for implementing the Project. Under no circumstances shall the Authority be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Contract or thereafter and the Service Provider shall keep the Authority indemnified in this regard.
- q) The Service Provider shall be responsible for all the costs and expenses of Security services for the project including but not limited to travel, training and salaries of its employees, engaged by the Service Provider in connection with the Project.
- r) The Service Provider shall make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Service Provider's obligations under this Contract.

12.2. Confidentiality Obligations of Service Provider`:

- a) Service Provider shall treat as confidential any information which is clearly described as confidential (“Confidential Information”). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of the Authority to which access has been provided during the Contract in relation thereto and information relating to Authority’s business or operations.
- b) Service Provider shall not without Authority’s prior written consent use, copy or remove any Confidential Information from Authority’s premises, except to the extent necessary to carry out Service Provider’s obligations hereunder. Upon completion or termination of each assignment hereunder, Service Provider shall return to Authority all documents or other materials containing Authority’s Confidential Information and shall destroy all copies thereof.
- c) The Service Provider or any of its personnel deployed for the Project shall be strictly prohibited from sharing, reporting, or relaying any Confidential Information, since the nature of the work being done by the Authority is of sensitive and regulatory nature where large public interest is involved. In the event any staff of the Service Provider deployed is caught or found to be indulging in sharing Confidential Information, Authority retains the right to take strict action, including, but not limited to, charging liquidated damages, termination of the contract or/and filing civil or criminal complaint/FIR against the Security Agency and staff concerned.
- d) Confidential Information shall not include information which:
 - i. Is or becomes generally available to the public without any act or omission of Service Provider.
 - ii. Was in Service Provider’s possession prior to the time it was received from Authority or came into Service Provider’s possession thereafter, in each case lawfully obtained from a source other than Authority and not subject to any obligation of confidentiality or restriction on use.

- iii. Is required to be disclosed by court order or operation of law; in such event, Service Provider shall so notify Authority before such disclosure.
- iv. Is independently developed by or for Service Provider by persons not having exposure to Authority's Confidential Information

12.3. Human Resource Deployment.

- a) The Service Provider shall be responsible for deployment of trained and qualified Security Personnel having requisite qualifications as per regulations during the Contract Period for discharging its obligations.
- b) The Service Provider shall appoint an experienced Assignment Manager with total experience of not less than 5 years and preferable from the armed forces and who acts as a single point of contact and shall be responsible for all deliverable of this Agreement during the Contract Period. The Head shall act as representative of the Service Provider and shall hold periodic weekly meetings with the Authority or remain present for any discussions/meetings as the Authority may demand.
- c) The Authority may require the Service Provider, to remove any person deployed in the Project, who in the opinion of the Authority:
 - i. Persists in any misconduct,
 - ii. Is incompetent or negligent in the performance of his duties,
 - iii. Fails to conform with any provisions of this Contract, indulge in fraud.
 - iv. Persists in any conduct which is prejudicial to safety, health, or the protection of the general public / environment.
 - v. Persist in any conduct which in Authority's view is valid reason for removal of such personnel. In above case if Authority asks the Service Provider to remove a person who is a member of the Service Provider's staff or work force, stating the valid reasons as above, the Service Provider shall ensure that the person leaves the Project Site within seven days and has no further connection with the Project in the Contract. Replacement of personnel only if the irrelevant qualifications and abilities are substantially equal to or better than existing competent personnel will be deployed within period of 07 days from notice above.
- d) The Service Provider shall abide by all Applicable Laws including labour laws, minimum wages, PF, and Applicable Taxes including Goods & Service Tax, etc for the Human Resource deployed by them.
- e) There shall not be employee and employer relationship between the manpower deployed by the Service Provider (either permanent or contractual employee) and the Authority through this

Contract. The Service Provider shall solely liable for any liabilities arising due to breach in labour laws including minimum wages, PF, ESIC and Applicable Taxes.

- f) The Service Provider shall be solely responsible for any liabilities arising to act or death, injuries of employee deployed by Service Provider or any third-party damages due to act of omission of Service Provider or staff deployed by it.

13. RIGHTS OF THE SERVICE PROVIDER

Service Provider shall have the following rights:

- a) To ensure security of the Officials and office premises/Locations of the Authority.
- b) To react/response/retaliate with or without arms, as better decided by the person on duty or person in-charge, to any unprovoked vandalism, rioting, agitation towards any official of GMDC LTD & Office premises/Location of GMDC LTD.
- c) To receive payment in lieu of Security Services as Service Charge on Monthly basis from Authority at the rates fixed and as per the payment procedures /basis of payment prescribed in this Agreement and as revised from time to time as per the terms mentioned in this Contract.
- d) Other rights mentioned in various conditions under this RFP.

14. ROLE, RESPONSIBILITIES AND OBLIGATIONS OF THE AUTHORITY

14.1. Authority's Responsibilities:

- a) To make regular payment to the Service Provider as per the payment procedures and payment terms specified hereinabove.
- b) To treat the security deployed with dignity befitting any person and explain the specific duty to personnel deployed.

14.2. Authority's Rights:

- a) Authority shall have rights to demand and check background records of staff deployed (qualifications, experience etc), legal compliance records of the Security Agency anytime during the Contract Period.
- b) Authority shall have right to levy damages as per the terms of this Agreement and recover the same from the dues payable to the Service Provider and/or from the Performance Security.
- c) Authority has the right to issue operating instruction and any other advisory or instruction as deemed necessary to maintain highest standards of Security Services.

- d) Authority shall conduct regular inspections of security services at all locations any time and suggest any remedial measures if required. In the event the Service Provider fails to rectify the breaches as observed during the Authority's inspection and over and above of repetitive notices and repetitive failure of the Service Provider, then the Authority shall carry out such rectification/remedial measures at cost-of-Service Provider. The Authority shall be entitled to recover such costs from the Service Provider. Recovery of such cost shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

15. PERFORM ANY OTHER OBLIGATIONS MENTIONED IN THE VARIOUS CONDITIONS IN THIS RFP

PERFORMANCE STANDARD AND DAMAGES

- a) The Authority shall review the performance of the Service Provider based on the parameters indicated broadly as follows and more particularly at various places in this RFP.

Sr No	Parameter	Appraisal Time Period	Mode of Appraisal
(i)	Deployment of adequate strength of skilled personnel	Daily experience and attendance sheets	Checks by security post
(ii)	Incident management	Response time and resolution time	On occurrence
(iii)	Statutory compliances	Monthly	RA Bill supporting documents
(iv)	Man, management of guards including discipline	Monthly summary	On occurrence
(v)	Vendor Performance Rating summary	Monthly	Format submitted by projects

- b) The Authority's representative shall submit the report on inspection and monitoring in the prescribed format to the Authority and the Service Provider on monthly basis.
- c) The Service Provider shall be liable to pay damages to the Authority for non-performance or poor performance with damages as provided in the Scope of work. Such damages shall be deducted from the payment due to the Agency or can be recovered from the Performance Security.

16. QUANTITY

Sr No	Category	HO (Nos.)	Annexe (Nos)	Total (Nos)
(a)	Ex-Serviceman Supervisor	03	0	0
(b)	Ex-Serviceman with Arms	0	0	0

(c)	Ex-Serviceman without Arms	0	0	0
(d)	Civilian Supervisor	0	03	03
(e)	Civilian Guard	27	06	33
(f)	Computer Operator	0	0	0
(g)	Assignment Manager	01		01
(h)	Personal Security Officer with arms	01	0	01
	Total	31	10	41

- a) The Authority may at its sole discretion increase or decrease total number and type of security persons required to be deployed.
- b) Payment to such variation shall be made on pro-rata basis at the prevailing service charges.
- c) Extra Services: It is possible that there may be services required which are not envisaged in the RFP. If any such additions /alterations in items are required for which no rate is specified in the Contract, such items shall have supplied and paid for at a rate of market rates for such items OR reasonable negotiated rates.

17. REPRESENTATION AND WARRANTIES

17.1. Representation and Warranties of Service Provider:

The Service Provider represents and warrants to the Authority that (the “Representation and Warranties of Service Provider”):

- a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b) It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- d) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- e) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;

- f) The information furnished in the proposal and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- g) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- i) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- j) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- k) No representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to applicable permits/applicable clearances contains or will contain any untrue or misleading statement of material fact or will omit to state a material fact necessary to make such representation or warranty not misleading.

17.2. Representation and Warranties of Authority.

The Authority represents and warrants to the Service Provider (the “Representation and Warranties of Authority”) that:

- a) Authority has full power and authority to grant the RFP and enter into Agreement with Service Provider.
- b) Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

The Service Provider Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

18. SERVICE PROVIDER'S EVENT OF DEFAULT

Any of the following events, if not cured within the specified cure period or period of thirty (30) days or such other period as Authority may in its sole discretion provide (on case-to-case basis), shall constitute an Event of Default by Service Provider (Service Provider's Event of Default) unless such event has occurred solely because of a Force Majeure Event or Authority's default:

- a) Continuous Default in provision of quality and quantity of services.
- b) Any of the Service Provider Personnel are found in any acts of blatant fraud, pilferage, outright misbehaviours with GMDC LTD officials or visitors or any other civilian, undignified behaviour and such some personnel are not forthwith dropped from duties and action not taken against them as per the law by the management of the Service Provider firm
- c) The Security Personnel deployed fail to protect the GMDC LTD officials against a violent attack/assault causing injury or loss of life due to outright negligence, desertion, or blatant dereliction of duty.
- d) Service Provider is in breach of any of its obligations under this Contract and the same has not been remedied within thirty (30) days or other period specified by the Authority from date of Authority issuing notice of default.
- e) Service Provider repeatedly fails to comply with the Applicable laws, rules and regulations.
- f) A resolution for voluntary winding up has been passed by the share holders of the Service Provider or such body
- g) Any petition for winding up of Service Provider has been admitted and liquidator or provisional liquidator has been appointed or Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Contract.
- h) Any representation made, or warranties given by the Service Provider under this contract or under the RFP document is found to be false or misleading.
- i) The Service Provider fails to furnish or replenish Performance Security, as the case may be, in terms hereof
- j) Service Provider suspends or abandons the operations of Security without the prior consent of Authority/ Authority, provided that the Service Provider shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was:
 - (i) As a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or
 - (ii) Is on account of a breach of its obligations under this Contract by Authority.

- k) Service Provider repudiates this contract or otherwise evidences an intention not to be bound by this contract.
- l) The Service Provider failed to make any payments towards Liquidated Damages due the Authority within period specified in this Contract or indicated by Authority without providing a valid reason.
- m) Service Provider failed to perform any of the Service Provider's obligations, which has a material adverse effect on the contract.
- n) If the COD is delayed for more than 30 days from the Establishment Period or such extended Period as agreed by the Authority, then the same shall be deemed as Service Provider Event of Default which shall entitle the Authority to terminate the SPA at its sole discretion in accordance with terms hereof; which shall be without prejudice to Authority's other rights and remedies under law or otherwise.
- o) Service Provider fails to adhere to the Performance Standards/specified functional specification [including timelines] set forth in the Contract for performance of Service Provider's obligations hereunder; and as a reason thereof Liquidated Damages exceeds value set forth in the RFP;
- p) Occurrence of breach of Service Provider's obligations specified in this Contract [including breach of Performance Standards/functional specification] and which shall have not been remedied in Service Provider Remedial Period specified by Authority;
- q) Any other default / breach of its obligation by the Service Provider, for which default/ breach termination has been prescribed in terms of this Contract.
- r) The Service Provider is in Material breach of any of its obligations under this Contract and has failed to cure such breach within 07 (Seven) days or any other specified period as stated by the Authority thereof

The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, and after giving reasonable opportunity of not less than 07 days for setting right such default or such other period in its sole discretion, terminate the Contract in accordance with the provision hereof.

19. AUTHORITY'S EVENT OF DEFAULT

- a) The Authority is in Material breach of any of its obligations under this Contract and has failed to cure such breach within thirty (30) days of occurrence thereof.
- b) Authority does not make payment as per the terms of the Contract without valid reasons and repeats such occurrence periodically.
- c) The Authority has unlawfully repudiated this Contract or otherwise expressed its intention not to be bound by this Contract.

20. TERMINATION DUE TO EVENT OF DEFAULT

20.1. Termination for Service Provider's Event of Default

- a) Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of a Service Provider Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant minimum 30 (thirty) days or such other reasonable period at sole discretion of Authority to the Service Provider to remedy the default ("Service Provider Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default to the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Contract.
- b) In the event of termination for a Service Provider Event of Default, Authority shall have the right to invoke and retain the Performance Security amount in full.
- c) Authority shall not be liable to pay any termination payment to the Service Provider in respect of such termination.

20.2. Termination for Authority's Event of Default

- a) Without prejudice to any other right or remedies which the Service Provider may have under this Contract, upon occurrence of Authority's Event of Default, the Service Provider shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Service Provider shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Authority to remedy the default ("Authority's Remedial Period") and/or make representations, and may after the expiry of such Authority's Remedial Period on non-remedy of breach/default, issue Termination Notice.
- b) Upon Termination of this Contract on account of Authority's Event of Default, the Service Provider shall be obligated to undertake peaceful handover of the unencumbered possession of all back-office premises and any other infrastructure facilities and all the Project assets to the Authority and shall be entitled to:
 - (i) The refund/ release of Performance Security [if still subsisting] in full provided there are no outstanding dues payable in terms hereof by the Service Provider to the Authority or to the personnel in terms of statutory compliances under various laws of the land.
 - (ii) Any payments due in respect of services undertaken in terms of the contract to the satisfaction of the Authority till date of such termination, provided there are no outstanding dues payable in terms hereof by the Service Provider to the Authority or to the personnel in terms of statutory compliances under various laws of the land.

21. FORCE MAJEURE

- a) Force majeure is herein defined as any cause which is beyond the control of the Successful bidder or the GMDC Ltd. 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: Natural phenomena such as flood, draughts, Cyclone, earthquake and epidemics, declaration of war.
- b) Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- c) The Successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC Ltd.
- d) For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither the Authority nor the Successful bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did exist.
- e) If any of the Force Majeure conditions exists in the place of operation of the Successful bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- f) The Successful bidder or the GMDC Ltd. 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.

22. ARBITRATION

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

23. FORECLOSURE

In case of any necessity arising due to local working conditions or any unforeseen circumstances beyond the control of the parties or any reason what so ever GMDC Ltd. shall

be at liberty to Foreclose the contract without assigning any reasons or notice there for and for which no compensation shall be payable to the successful bidder.

24. PERFORMANCE DURING DISPUTE RESOLUTION.

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

25. POST TERMINATION SUPPORT

In case the Agreement between the Authority and Service Provider is terminated for any reason whatsoever, either on account of Service Provider Event of Default and/or Authority Event of Default, or even for any reason not envisaged in the Agreement, then the Service Provider shall be responsible for Security Services at agreed terms specified in this Agreement till Authority appoints and handover Security services to new/replacement Service Provider, for a maximum period of 06 (Six) months from the date of termination. This is considered an absolutely essential and unreachable requirement in view of the sensitive nature of work being done by the Authority wherein large public interest involved and in case of default in such requirement and discontinuation or partial discontinuation of service under any such circumstances, the Authority, in large public interest, shall be inclined and open to use all remedies available to it under law, tort or contract.

26. LAWS GOVERNING THE CONTRACT

- a) This contract shall be governed and interpreted in accordance with the laws of India.
- b) The matter related to any dispute or difference arising out of this contract shall be subject to the exclusive jurisdiction of Court at Ahmadabad only.

27. INDEMNITY

Service Provider shall at all times, i.e. during the subsistence of the Contract and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for labour disputes, infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Service Provider of any covenant representation or warranty or from any act or omission of the Service Provider or his agents or its employees/staff deployed by him.

28. ASSIGNMENT

Service Provider shall not assign, in whole or in part, any right or delegate any duty under the Service Provider Agreement to any third party, except with Authority's prior written consent in

this behalf. Neither party shall assign or transfer all or any of its obligations under this arrangement including any Statement of Work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

29. RIGHT TO REVIEW THE PERFORMANCE

GMDC Ltd. reserves the right to review and assess the performance of the work upon completion of period of one year or at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GMDC Ltd. in its absolute rights and discretion may take appropriate action including termination of the contract.

30. BANKRUPTCY

- a) If the Successful bidder commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to GMDC Ltd. and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by GMDC Ltd. but not exceeding the value of the work for the time being remaining unexecuted.
- b) In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC Ltd. considering the situation, provided that the above option is not exercised, GMDC Ltd. may terminate the contract by serving notice in writing to the Successful bidder. The power and provision so reserved to GMDC Ltd. on taking of the work out of the Successful bidder's hands shall apply as far as they may be when the contract is so terminated.

31. TERMINATION OF CONTRACT

If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Successful bidder, GMDC Ltd. shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination by giving 30 days' Notice in writing and any losses and/or damages occurring due to such termination shall be borne by the Successful bidder. GMDC Ltd. shall be entitled to forfeit Security deposits as Liquidated damages.

32. GOVERNING LAW

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

33. JURISDICTIONS

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

34. NON-FULFILLMENT 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 Ltd., GMDC Ltd. 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 fulfil the contract. In such event, the GMDC Ltd. 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 Ltd. to complete the work and / or to get the work completed.
- b) Likewise, if the Successful bidder does not fulfil the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC Ltd., GMDC Ltd. has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC Ltd. shall be entitled to forfeit the security deposit paid by the Successful bidder and the GMDC Ltd. 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 Ltd. reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility.

35. SURVIVAL

Termination of the Contract

- a) Shall not relieve the Service Provider or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and
- b) Except as otherwise provided in any provision of the RFP expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

Signed in presence of the witness /witnesses under mentioned on Day of 202_.

For and on behalf of GMDC Limited,

.....

Authorized Signatory

Name:

Designation:

Date:_____

In the presence of

Name :

Designation:

For and on behalf of,

Authorized Signatory

Name:

Designation: Managing Director

Date: _____

In the presence of

Name:

Designation:

Annexure A: Scope of Work / Deployment of Security Personnel

1. Scope of Work.

a) Number of personnel.

For each location, the number of personnel will be as below:

Sr. No.	Project Zone	Tender Quantity								Total
		Ex Serviceman Supervisor	Ex Serviceman with Arms	Ex Serviceman w/o Arms	Civil. Supervisor	Guards	Operators	Assgn. Manager	Personnel Security Officer with arms (PSO)	
1	HO	03	-	-	-	27	-	01	01	31
2.	Anne xe	-	-	-	03	06	-		01	
Total		03	-	-	03	33	-	01	01	41

GMDC LTD. reserves the right to amend these numbers by increasing or decreasing the requirement of each type of personnel at its discretion. Such changes will be communicated in writing under the signature of the AM (Compliance) / Chief Security Officer (CSO).

b) Qualification of personnel

Only Ex Servicemen from the Armed Forces of India, who have completed pensionable Service, will be considered for deployment at these locations. While speaking of Ex-servicemen, the definition will be as per the Gujarat State PSAR Rules 2007. This will mean personnel who have retired with pension from any of the armed forces of India, including:

- (i) The Indian Army, Air Force or Navy
- (ii) Paramilitary forces such as the BSF, Assam Rifles etc.
- (iii) Central Police Organizations such as the CISF, CRPF, SSB etc.
- (iv) The coast guard, DSC, ITBP, etc.
- (v) Any of the state police forces

Verifying their antecedents will be the responsibility of the agency. They will be brought to the AM (Compliance) at HO with their discharge documents. If at any point in the recruitment

process or at a later date, it is found that the individual has misrepresented facts as to his antecedents, his services will be terminated immediately, and penalties levied on the agency. The personnel brought for deployment should be below 55 years of age at the commencement of the contract.

c) For civilian security guards and the other civilian staff the qualitative requirements will be as below:

- Should be 12th Passed. Graduates will be given preference.
- Physical & Medical Fitness as per Gujarat PSAR Rules 2007.
- Computer Skills – Desirable.
- English Literacy Mandatory.

d) Medical fitness

The Ex-Servicemen must in SHAPE-1 at the time of discharge from service. Notwithstanding any of the above, the agency will at its cost and risk, ensure the complete medical checkup of every candidate including Ex-Servicemen from a registered MBBS certified doctor. Such medical exam must include the following:

- (i) Height (not less than 175 Cms).
- (ii) Weight within normal limits with respect to height & age (BMI not to exceed 27)
- (iii) Chest circumference (with expansion of at least 05 Cms)
- (iv) Blood tests to include CBC, Total Cholesterol, Serum Urea and Creatinine, blood sugar (both fasting & PP), CRP HS.
- (v) X-Ray chest
- (vi) Eye sight (to be 6/6 in both eyes with or without glasses, no night blindness, no colour blindness)
- (vii) In those above 45 years of age, ECG

These results will be submitted to the CSOs Office at project site/nominated hospital for verification.

e) Period of duty

Unless otherwise stated specifically in this work order, the agency will provide round the clock security to the project premises including on Sundays/holidays and weekly offs. The agency will comply with all regulations issued from time to time with respect to the working hours, over time, weekly off, leave and such in accordance with the law. The agency will also cater for adequate number of relievers for any weekly off/leave/absenteeism of their staff.

f) Duty Points

The security personnel will be in the form of a mix of static duty points and a roving patrol by the supervisors on the duty. They will operate as per the site security plan given by the Security Supervisor (Sahayak) of the Corporate Office. There will be a minimum of two patrols per shift, led by supervisors from the agency.

g) Uniforms & Equipment

The security personnel will be provided with the following:

- (i) Three sets of uniforms per year (trousers and shirt) - Two sets at the beginning of the contract and the one set after six month of the contract.
- (ii) One web belt, one lanyard, one whistle, one beret and one cap per year
- (iii) One pair of good quality safety shoes per year
- (iv) One baton per year
- (v) Other accoutrements in keeping with the uniform specific to the agency
- (vi) One set of rainwear per year to be issued in the month of May.
- (vii) One pullover/jacket per year to be issued in the month of October.

The cost of the above items of uniform and equipment will be covered by including it in the rate per person at Rs. 500/- per month as part of their RA Bills as provided in the structure for the price bids. This will only be paid for the actual numbers of posts on which deployment is sought.

In case the material provided to the personnel is found to be inferior quality, GMDC Ltd. reserves the right to issue them with good quality equipment and recover the cost from the Agency.

h) Accommodation & Messing

The security personnel will make their own arrangements for accommodation and messing close to their place of duty. Additional payment in the form of HRA will be applicable for civilian Security Personnel only.

2. Discipline

The agency and its supervisors shall ensure that the personnel deployed on GMDC Ltd. property maintain the highest standards of discipline. This shall include but not be limited to:

a) Attendance

Ensuring that each individual attends duty regularly and does not absent himself without the concurrence of the assignment manager/senior most person of the agency at the project. This person will keep the Security Supervisors (Sahayak) informed of such approved absence through the daily attendance sheet. Any personnel of the agency absenting himself from duty after recording his attendance without due cause and the approval of his supervisor will be deemed to

have breached the discipline of the security of the project. The agency will be responsible to replace him at the earliest.

b) Unionization

The agency personnel shall not join any union of GMDC Ltd. nor shall they make claim on service or other matter. They shall also not form any union associated with GMDC Ltd. and shall have absolutely no claim to subscribe or for election in any of the unions of the GMDC Ltd.

c) They shall be the employees of the agency and GMDC Ltd. shall have nothing to do with their employment or non-employment. Under no circumstances shall any liability in respect of matters connected with their employment be held against GMDC LTD. and the security personnel employed by the agency shall have no right whatsoever to claim employment or other right from GMDC LTD.

d) No security personnel of the agency shall enter any kind of private work within or out side the premises of GMDC LTD. Non-compliance with this provision will be deemed to be in violation of contract inviting penal action.

3. Role of the Agency

The agency shall be responsible for the following:

a) Recruitment, training and staffing the security personnel at project location according to the SPA.

b) Provide the laid down uniform, equipment and tools required for the security personnel to perform their duties.

c) Issue photo identity cards for the personnel with:

- (i) Police verification
- (ii) PF enrolment with UAN Activation
- (iii) ESIC Enrolment
- (iv) Verified bank account for payment of wages

d) Deploy the personnel at site as per below process:

(v) Produce the guard for interview by the Security Supervisors (Sahayak) and the assignment manager of the agency.

(vi) Guards will be in possession of:

- Application form
- Proof of Identity (Aadhar Card/Voter ID/Driving License or any government issued photo ID)

- Proof of earlier employment
- Bank account details
- Medical fitness certificate
- PF details
- ESIC Enrollment
- Original Discharge / Service Book in respect of Ex-Servicemen

(vii) Deploy only those guards approved by the interview panel.

(viii) Maintain full documentation of both the accepted and rejected candidates.

- Maintain record of all personnel deployed at site including their daily, verified attendance.
- Update the Security Supervisors (Sahayak) on any person who is going on leave or is leaving the site.
- Maintain shift schedule of personnel on duty and ensure rotation between posts on a bi-weekly basis.
- Maintain discipline among the personnel and ensure compliance with GMDC Ltd. SOPs and norms.
- Escalate pertinent issues to the Security Supervisors (Sahayak) or the Agency as the case may be.
- Ensure refresher training of 04 hours per man per month at the project site through trainers from the agency. Assignment manager/supervisor deployed at site will not be considered trainers.

(ix) Ensure the following compliances:

- Minimum Wage Act – Agency personnel must receive wages as per the Minimum Wages Act or at the negotiated rate whichever is higher.
- Pay wages between the 7th and 10th of the succeeding month in accordance with the Payment of Wages Act.
- Ensure deposition of PF in their respective PF accounts in a timely manner.
- Ensure that all personnel are covered under the ESIC.
- Compliance with PSARA Rules 2007 and other related acts.
- Bonus Act.

Submit bills (Invoices) based on verified attendance provided by the Security Supervisors (Sahayak). The flow of documents for bill processing is detailed separately.

Maintain liaison with the local police, administration, and intelligence agencies in support of the Authority.

4. Wage Structure

The wage structure will be compliant with the rates provided with the Regional Labour Commissioner (Gujarat) as applicable at the site. Any allowances being paid over and above this will be added to the same, but no deductions other than PF, ESIC subscriptions (Employee Share) and Profession Tax will be allowed without specific permission of the Security Supervisors (Sahayak), duly verified against the records held by the agency as per the norms under the Contract Labour and related acts.

The DGR Wage Rates for ex-servicemen will be as per table below. The rates given are indicative. Price Bid is to be filled as per online price bid format.

Heading	Ex-Servicemen Supervisors	Civilian Supervisors	Civilian Sec. Guards	Assignment Manager	Personal Security Officer with arms
Wages Per Day (A)	1260.84	509.00	487.00	0.00	0.00
PF @ 13% (Employer Share)	163.91	66.17	63.31	0.00	0.00
ESIC @ 3.25% (Employer Share)	40.98	16.54	15.83	0.00	0.00
Bonus @ 8.33%	105.03	42.40	40.57	0.00	0.00
HRA @ 10% of Minimum Wages	0.00	50.90	48.70	0.00	0.00
Transport Allowance @ 5% of Minimum Wages	0.00	25.45	24.35	0.00	0.00
Supervisory Allowance	0.00	50.00	0.00	0.00	0.00
Total Daily Rate payable per Personnel (A)	1570.75	760.46	679.75	0.00	0.00
Total Monthly Rate payable per Personnel (M = A x 26 days)	40839.62	19772.02	17673.62	25000.00	79000.00

Uniform Allowance @ Rs 500 per month (B) per personnel	0.00	500.00	500.00	0.00	0.00
Training allowance @ Rs 250 per month (C) per personnel	0.00	250.00	250.00	0.00	0.00
Total Monthly Rate payable per Personnel @ 26 days (M1 = A+B+C)	40839.62	20522.02	18423.62	25000.00	79000.00
Service Charges on Monthly Rate M1 (say 2.0%)	816.79	410.44	368.47	500.00	1580.00
Total Monthly Rate payable per Sec Personnel (M2=M1*(1+Service Charge))	41656.41	20932.46	18792.09	25500.00	80580.00

Notes :

* 26 days are an indicative figure for the purpose of calculation as the state of Gujarat does not offer monthly wages rates. Actual wages will be calculated as daily wages multiplied (x) by the number of days worked which shall not exceed the number of days in the month minus (-) paid weekly off.

* Bonus: Payable only if an individual completes 240 days of service in the contract& reimbursed after submission of proof of payment.

** Paid to the Agency for uniform

*** Training allowance paid to agency subject to conduct of 4 manhours of training per personnel pm through SSSDC or equivalent Certified Trainers.

#Service Charges: To be quoted by the bidder in % (Strictly minimum 2% or above).

Permitted Deductions for payments.

- PF employee Contribution@12%
- ESIC@0.75%
- Damages / Fines/Advances
- Profession Tax

- Uniform Allowance
- Training Allowance

The rates shall be as on the date of issue of the Work Order/LoA. They will be subject to revision based on the revision in rates carried out by the State Labour Commissioner.

Annexure B: Procedure Clearance of RA Bills of Service Providers under the Security Division (Payment Terms)

1. Introduction

GMDC Ltd. contracts the security services at their projects and corporate offices to various agencies through an e-tendering process. Contracts are awarded to successful bidders for a period of two years, extendable by one year if the situation so demands. Service providers, or agencies, submit bills for the services rendered month on month. These need to be cleared as soon as possible without compromising on the statutory compliances and the payment of dues to all stakeholders.

2. Aim

This SOP lays down a procedure for the clearance of security and other RA Bills of service providers working under the Security Division.

3. Scope

This procedure is applicable for clearance of security and other RA Bills dealt with by the Security Division.

4. Procedure

The procedure for the clearance of any RA bill being produced by service providers within the scope of the Security Team is detailed in the following paragraphs.

5. Enforcement of Contract Terms.

- (a) The Security Service Provider will study and thoroughly familiarize itself with the contract document and the terms and conditions therein.
- (b) Service Provider will ensure the enforcement of the terms and conditions and service quality as well as quantity through the month.
- (c) Service Provider will maintain records of the manpower deployed on each day in each shift and the posts that were occupied/vacant and keep hard copies as well as soft copies of the attendance. This will be done digitally through biometric attendance enforced for contract workmen.
- (d) Service Provider will keep records of fines, penalties, and non-performance data in the requisite registers, with a record of the communication of such violations/incidents to the Assignment Manager & the Agency HO in both hard & soft copies. Such communications must also be forwarded to the CSO's office for record upon occurrence, including the daily attendance.

- (e) This data will be utilized when making deductions from the payment due to the vendor at the end of the month.

6. Verification of Attendance.

- (a) The service provider will submit the attendance for the previous month on the first/second of the succeeding month in duplicate. For example the attendance for June will be submitted to the office of the Security Supervisors (Sahayak) on the 01/02 July.
- (b) The office of the Security Supervisors (Sahayak) will verify the same against their records/digitized records extracted from the biometric attendance system.
- (c) Amendments if any will be made and fresh document submitted by the service provider on the third day of the month.
- (d) This will be signed off by the Security Supervisors (Sahayak) and one copy given to the service provider, with one copy held in the Security Supervisors (Sahayak) records.

7. Submission of Draft Wage Sheet.

- (a) Based on the above attendance, the service provider will prepare a draft wage sheet and submit it to the office of the Security Supervisors (Sahayak).
- (b) The Security Supervisors (Sahayak) will ensure the following:
 - (i) The attendance in the wage sheet tallies with the attendance record held with him.
 - (ii) The calculation of wages is as per statutory conditions such as Minimum Wages published, PF Act, ESIC and Bonus Acts. He will assure himself that all dues have been correctly calculated and tabulated.
 - (iii) He will then check the deductions. Only the permitted deductions will be made, and any fines, penalties or advances will be made on the correct regulatory format with the signature of the security personnel authenticating the deduction. This will be checked and random confirmation taken from security personnel.
 - (iv) All payments to personnel including advances will be made through banking transactions only. No cash is to be paid out. Security Supervisors (Sahayak) will check the bank statement of the personnel who have received advances to confirm the same.
 - (v) The Security Supervisors (Sahayak) will then forward a copy of the draft wage sheet to the CSO's Office and upon receiving written confirmation

from the CSO Office give confirmation to the service providers' assignment manager to proceed with the payment.

8. Submission of RA Bills.

- (a) On completion of the above process, the service provider will release the wages as calculated and confirmed to the personnel, through NEFT transaction only.
- (b) Copy of the NEFT Document, duly authenticated by the Bank, will be submitted with RA Bill.
- (c) The Security Supervisors (Sahayak) will randomly verify and confirm that the amount credited into the bank account of the personnel is the same as calculated in the wage sheet.
- (d) The RA Bill will also be accompanied by the following documents:
 - (i) Proof of deposition of Provident Fund amount for the previous month. That is, the proof of payment of PF amount, both Employer share and Employee share as well as the Administration and EDLI portions for the month of May will be attached with the RA Bill for June and submitted in July. This will be submitted as the ECR with the nominal roll and contribution amount against each person deployed at the site, downloaded from the EPFO website.
 - (ii) The Security Supervisors (Sahayak) will randomly check these amounts by downloading the passbook from the EPFO website and verifying against the SMS received from the site by the personnel.
 - (iii) Proof of payment of ESIC subscription will be submitted with the RA Bill.
 - (iv) In case of any deductions other than statutory deductions from the wages of the personnel, evidence in the form of registers approved by the ALC, duly authenticated by the personnel, will be submitted.
 - (v) The approved attendance record will be attached.
 - (vi) The approved wage sheet will be attached.
 - (vii) The checklist for the same, as placed at Appendix A, will be placed on top.
 - (viii) Any other document or evidence sought by the Security Supervisors (Sahayak).
- (c) The office of the Security Supervisors (Sahayak) will verify that all documents are correct and accept the same.

9. Processing of Bills

After accepting these bills, the Security Supervisors (Sahayak) will verify the bills for accuracy, compliance, and completeness. They will make the necessary deductions based on compliances and penalties. They will certify these bills and forward the same for processing and forward it to the CSO's Office. This verification will be completed within 48 hours of receipt.

10. The CSO's Office will verify each detail and confirm its correctness. Once thus satisfied, they will give written assent to the Security Supervisors (Sahayak) to release payment to the vendor. Such verification by the CSO's Office must be done within 3 days.

11. The Security Supervisors (Sahayak) will follow up with the relevant department to ensure that payments are released before the last day of the month.

12. Caution.

Payment of wages and other actions which are a part of this process are regulatory/statutory compliances. Lapses in the same or illegal practices place GMDC Ltd at compliance risk. It is therefore mandatory that the CSO, Corporate Office Security Cell team, Security Supervisors (Sahayak) ensure due diligence, abundant caution, and accuracy in the process of payment wages and other compliances. There is no room for error in this. It is therefore brought to your notice that any lapses in the procedure will invite investigation and disciplinary action, including termination of service if need be.

13. Other Terms.

(a) Authority retains the right to put forward additional checks for legal / labour compliance obligations of the Service Provider (such as additional scrutiny of its periodic returns of PF, ESIC, labour license, PSARA License etc. as applicable). In the case of any default, which in the opinion of the Authority or the opinion of any expert/consultant in the matter who the Authority may consult, is harming the interest of the Project, the personnel deployed, or creating liabilities on the Authority, the Authority retains the right to stop the next payment or make partial payment until such obligations are fulfilled and the evidence is presented to the satisfaction of the authority. contract per

(b) The Monthly Rate, excluding Agency Cost/Agency Service Charge, quoted by the Security agency shall be considered as Base Charge without Agency Charges ("Base Charge without Agency Charges"). The Base Charges without Agency Charges shall be increased or decreased corresponding to proportionate change in the Minimum Wages published by Labour and Employment Department, Govt. of Gujarat on time-to-time basis i.e., Percentage increase or decrease from the previously published Minimum Wages.

(c) The Service Provider shall have to maintain three months of working capital requirements or Bank's Credit facilities to meet three months of working capital all time

during the Contract Period in a separate bank account. The proof of this will be demanded by the Authority on a quarterly basis starting from the first month of the contract.

SECTION III: ANNEXURES

Annexure 1: Forwarding Letter {On Bidder's letterhead}

Dated:

To,

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan, 132 Feet Ring Road,

Vastrapur, Ahmedabad – 380052

Gujarat-India

Subject: Submission of Bid/Proposal for selection of Security Agency

Sir,

We are pleased to make the submission of our unconditional proposal for the captioned RFP “_____”. The following documents are submitted towards the same:

- a. Online Price Bid
- b. Physical Technical Bid comprising (i) Eligibility / Qualification documents and all other documents (ii) Instruments for Bid Processing Fee (RFP Fee) and EMD as per the requirement of the RFP.

We have submitted the price bid on the designated procurement portal only and not provided price bid in any physical format, email, or any other format. In case this is found incorrect, we agree that our bid is liable to be disqualified. We also accept that GMDC Ltd. has the right to accept or reject any/all proposals without giving any reason.

Our offer/Bid/proposal is subject to all terms and conditions contained in the RFP document. We have not been given any written or oral promise from the GMDC Ltd. We have thoroughly read and understood all the terms and conditions of this RFP and We promise to observe and abide by all the terms and conditions of this RFP.

Thanking You,

(Signature and name of Authorized Representative)

For (Name and seal of Bidder Firm)

Annexure 2: General Information of Bidder / Proposer

1. Bidder's name and contact details.

Name of the Bidder Organization/Firm:

Nature of Entity (Company/Partnership/Proprietorship, etc.):

Address of Registered Office:

Phone:

E-mail:

Name and Contact details of the Authorized Person: This person will be single point of contact for the duration of the contract unless the employment is terminated by the bidder.

Main Line of Business with experience:

2. Copy of the Registration of the Bidder (Certificate of Incorporation / Partnership Deed, GST Registration copy, PF Registration, Shops and Establishment Dept. Certificate, etc.) (to be attached separately)
3. Brochure/Capability Statement

Signature of the Bidder's Authorized Person

Annexure 3: Financial Capability Statement

{On Statutory Auditor's/Registered Chartered Accountant's letterhead}

I certify that based on audited financial performance, following is the audited turnover for last three financial years of M/s _____.

Years*	Turnover (Rs Crore)
2021-22	
2022-23	
2023-24	
Average	

*Based on annual audited statements only.

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant) Registration Number of CA:

Annexure 4: Performance Statement

{On Bidder's letterhead}

I hereby declare that our firm has experience of execution of following projects through contractual rights:

1. Public Sector Experience

Ser No	Name of the Project of Similar Nature	Start Month/Year (MM/YYYY)	End Month/Year (MM/YYYY)	Total No. of security personnel deployed	Evidence (LoA/LoI/Work Order/Agreement & Completion Certificate in case of expired contract)

2. Corporate Deployment Experience in Large Facilities and major events

Ser No	Name of the Project of Similar Nature	Start Month/Year (MMM/YYYY)	End Month/Year (MMM/YYYY)	Total Number of security personnel deployed	Evidence (LoA/LoI/Work Order/Agreement & Completion Certificate in case of expired contract)

*Supporting details of the contract and Completion Certificates for the completed projects are mandatory.

3. Details of Deployment Plan and Planning Capability

Presentation on resource mobilization across Ahmedabad, Gandhinagar and Vadodara, Deployment Plan and HRM practices followed by the bidder

(Signature and name of Authorized Representative)

Annexure 5: No Blacklisting certificate

(To be notarized)

Format for Affidavit certifying that the Entity/Promoter/s/Director/s of Bidder are not blacklisted (On a Stamp Paper of Rs. 300)
No-Blacklisting Affidavit

We, M/s. (Name of the Bidder), (the name and address of the registered office) hereby certify and confirm that neither we nor any of our promoter/s / director/s are barred or backlisted by any Government of Gujarat (GoG) entity or by any other State or Central Govt or Semi-Govt Department /Agency/Public Sector body / Local Body /Bank/ / Institution in India or abroad from participating in Project/s, either individually or as member of a Consortium as on the _____ (Bid Submission Date).

We further confirm that we are aware that our bid/proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered in above regard, at any stage of the Bidding Process or thereafter during the Agreement Period.

Dated this..... Day of2024.

Name of the Bidder:

Signature of the Authorized person

Name of the Authorized Person

Firm Stamp

Annexure 6: Format of Partner’s Authorization for authorizing Bidder’s Signatory

{On Rs 300 Stamp Paper – applicable to Partnership Firms only}

KNOW ALL MEN by these presents that we, [name of the Partnership Firm], a firm registered under the Partnership Act and having its Office at [Address of the Firm] (hereinafter referred to as “Firm”):

WHEREAS in response to the Request for Proposal for selection of service provider for security provision (“Project”), the Firm is submitting a Bid to Gujarat Mineral Development Corporation Ltd and is desirous of appointing one of the Partners or an attorney for the purpose of signing all tenders/documents and representations on behalf of the Firm thereof.

WHEREAS the Firm deems it expedient to appoint Mr./Mrs./Ms _____ son/daughter of _____ resident of, holding the post of _____ (Partner / Authorised Signatory/ Attorney of the Firm).

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

To act as the Firm’s official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

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

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

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

The common seal of [name of the Firm] is here unto affixed pursuant to a Partner’s Resolution passed at the meeting of Committee of Directors held on--- Day of, 20 in the presence of [name & Designation of the person] and countersigned by [name	<p align="center">_____ Name & designation</p>
&designation of the person] of firm of [name of firm]	

Annexure 7: Undertaking on Stamp Paper of Rs.300/-

(To be notarized)

Ref: Our Proposal in response to Bid for Request for Proposal (RFP) for Selection of Service Provider for Security Services dated _____

1. It is certified by is that the information furnished here in as part of our bid and as per the document submitted is true and correct and nothing has been concealed or tampered with.
2. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false information/documents.
3. We have complied with all the laws applicable to us while providing the security services to the other organization as stated while submitting the bid.

Dated this day of _____ 2024

Signature

(Firm's Seal/Stamp)

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

Signed by

Authorized Signatory with designation

Annexure 8: Indicative Format of Price Proposal

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <https://gmdctender.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).

To
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan, 132 Feet Ring Road,
Vastrapur, Ahmedabad – 380052 Gujarat,
India.

Sub: Our Price Bid for Provision of Security Services

Dear Sir,

After thoroughly reading and accepting the RFP, understanding the requirements and scope of work of the GMDC LTD. under this RFP, and its terms and conditions, we hereby agreed to provide our services at the following rates:

Heading	Ex-Servicemen Supervisors	Civilian Supervisors	Civilian Sec. Guards	Assignment Manager	Personal Security Officer with arms	Remarks
Wages Per Day	1260.84	509.00	487.00	0.00	0.00	Not to be filled
PF @ 13% (Employer Share)	163.91	66.17	63.31	0.00	0.00	Not to be filled
ESIC @ 3.25% (Employer Share)	40.98	16.54	15.83	0.00	0.00	Not to be filled
Bonus @ 8.33%	105.03	42.40	40.57	0.00	0.00	*Payable only if an individual completes 240 days service in the contract. *Reimbursed after submission of proof of payment.

HRA @ 10% of Minimum Wages	0.00	50.90	48.70	0.00	0.00	Not to be filled
Transport Allowance @ 5% of Minimum Wages	0.00	25.45	24.35	0.00	0.00	Not to be filled
Supervisory Allowance	0.00	50.00	0.00	0.00	0.00	Not to be filled
Total Daily Rate payable per Personnel (A)	1570.75	760.46	679.75	0.00	0.00	Not to be filled
Total Monthly Rate payable per Personnel (M = A x 26 days)	40839.62	19772.02	17673.62	25000.00	79000.00	Not to be filled
Uniform Allowance @ Rs 500 per month (B) per personnel	0.00	500.00	500.00	0.00	0.00	Not to be filled
Training allowance @ Rs 250 per month (C) per personnel	0.00	250.00	250.00	0.00	0.00	Not to be filled
Total Monthly Rate payable per Personnel @ 26 days (M1 = M+B+C)	40839.62	20522.02	18423.62	25000.00	79000.00	26 days are an indicative figure for the purpose of calculation as the state of Gujarat does not offer monthly wages rates. Actual wages will be calculated as daily wages multiplied (x) by the number of days worked which shall not exceed the number of days in the month minus (-) paid weekly off.
Service Charges on Monthly Rate M1 (Greater than or Equal to 2.0%)						To be quoted by the bidder in % (Minimum 2% or above). (Pl quote 2% as 2, 2.01% as 2.01, 3% as 3 and so on). Please quote the same service charge for all categories of manpower. Please mention the same % in each column.

Total Monthly Rate payable per Sec Personnel							Not to be filled
(M2=M1 x (1+Service Charge))							
TDS @ say 2 % on (M2)							To be quoted by the bidder in %, to be used for calculation of the value of contract and not for the purpose of calculation of RA Bills. Pl quote 1% as 1, 2% as 2, 3% as 3 and so on)

Note:

1. Only the Service Charge quoted above (in %) shall be considered for evaluation purposes. The service charges shall not be below 2% of the total excluding TDS, or the bid will be considered non-responsive and rejected.
2. # Service Charges: The Bidder may note that in nprocure, while filling up the service charge percentage online, the system will not accept percentage but will only accept numbers, which must be expressed as follows: Example: for 2%- 2, for 2.01%- 2.01, for 3 % - 3). The Bidder to quote strictly minimum 0.02 or above. The bidders must quote the same % as service charge across all manpower. If not any bidder quotes different service charges, then a simple average of all rates quoted by it will be considered.
3. The TDS to be mentioned by the Bidder above is for indicate purposes only and will not be considered for calculating the Financial Score. In case TDS is found to be different from what is statutorily applicable, the same will need to be complied with.
4. The percentage of Service Charge quoted in the above table shall be made applicable for the minimum wages prescribed by Labour Commissioner – State or as discovered. Base wages for Ex-Servicemen are as per DGR Notification attached.
5. Recruitment / Retention Charges of Rs 250/- pa per personnel will be paid separately based on average strength through the year. No Service Charges will be payable on that.

6. Bidder shall be required to quote for locations/offices based on the tentative deployment plan provided in the Scope of Work document annexed to this RFP. The rates are generally for one shift but looking to the nature of the regulatory work conducted by GMDC Ltd, it is possible that duty hours may sometimes exceed normal working hours. No other additional expenses or allowances will be paid.
7. The Provident Fund, ESIC, Bonus & GST, as applicable as declared by the State Government or the DGR, as mentioned in the aforesaid Price Bid shall be reimbursed to the Agency subject to submission of proof thereof.
8. The above quoted rates represent the net amounts payable exclusive of GST, but inclusive all other applicable taxes/statutory levies applicable and compliance as PF, EPF, voluntary allowances if any, Service Charges etc. as specified and no other amounts, save and except as above shall be payable by Authority.
9. GST shall be payable over and above the quoted rates at the rate applicable at the time of invoicing.
10. TDS will be deductible at stipulated rate.
11. The actual Monthly Payment shall be made by the Authority as per payment terms set forth in the RFP.
12. Each Bidder must quote his rates after thorough reading of this RFP document and estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations including labour laws. Bids with rate not complying with statutory requirements of minimum wages, compliances etc. shall be termed to be non-responsive and rejected. Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.

Annexure 9: Format for Bank Guarantee towards Earnest Money Deposit if in BG form
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

To
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan, 132 Feet Ring Road,
Vastrapur,
Ahmedabad – 380052
Gujarat, India

This Deed of Guarantee is made on this __ day of ____, 2024 ____ at by _____, an Approved Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office / Registered Office at _____, (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of “Gujarat Mineral Development Corporation Ltd, Ahmadabad” having its Office at Ahmadabad (hereinafter referred to as “GMDC Ltd” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the GMDC Ltd. undertook the process of competitive bidding in order to select the most desirable entity for (RFP Name and Number), for which purpose GMDC Ltd issued a Request for Proposal (“RFP”) document inviting Bids from the Bidders;

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

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

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

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

This Guarantee will remain in force up to and including the date 180 days after the date of expiry of the Bid Validity (i.e., 210 days from Bid Due Date) or as it may be extended by the bidder on a written

request by GMDC Ltd, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

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

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ___ Day of _____ And year first herein above written.

Signed and Delivered by the above named _____ Bank by its Authorized Signatory as authorized by Partners' Resolution passed on /Power of Attorney dated [.....]

_____ Authorized

Signatory Name:

Designation:

In the presence of:

1.

2.

Annexure 10: Performance Bank Guarantee Format
(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To,

Gujarat Mineral Development Corporation Limited
Khanij Bhavan ,132 ft Ring Road,
Gujarat University Ground,
Vastrapur, Ahmedabad - 380054

Dear Sir,

1. WHEREAS..... (Name of Service Provider)) hereinafter called "the Service Provider" has undertaken, in pursuance of Agreement dated, (here in after referred to as _____ RFP Name). AND WHEREAS it has been stipulated in the said Agreement that the Service Provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

2. WHEREAS we _____ ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the GMDC the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Service Provider to GMDC under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GMDC under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GMDC in that behalf and without delay/demur or set off, pay to GMDC any and all sums demanded by GMDC under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GMDC to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of _____ months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decide by the Service Provider & GMDC. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the Service Provider with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Service Provider and the Bank.

5. The BANK also agrees that GMDC at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the Service Provider and not withstanding any security or other guarantee that GMDC may have in relation to the Service Provider's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GMDC or any other indulgence shown by GMDC or by any other matter

or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of

Witness

(Signature)

(Name)

(Signature)

Bank Rubber Stamp

(Name)

(Official Address)

Stamp

Designation with Bank

Plus, Attorney as per Power of Attorney No. Dated:

Annexure 11: Approved Banks for Performance Security

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024


(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, 2025. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahkari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finance Bank	26	Saraswat Co-Operative Bank Ltd
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op Bank
14	IDFC First Bank	32	The Surat People's Co. Op. Bank Ltd
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vysya Bank		

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


(Bhavya Verma)
Deputy Secretary (Budget)
Finance Department

-----XXXXX-----