



GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Government of Gujarat Enterprise)
"Khanij Bhavan", Nr. University ground, 132ft. Ring
Road, Vastrapur, AHMEDABAD 380 052, Gujarat, India
PHONE : (079) 2791 3200 / 3501 FAX : (079)27911822
Web: www.gmdcltd.com E-Mail : persn@gmdcltd.com
CIN : L14100GJ1963SGC001206

Expression of Interest (EOI)
for
Empanelment of agencies to provide Manpower on
Outsourcing basis

EOI No: GMDC /Eoi/2018-19/02/HR/Outsourcing Agencies

General Manager (HR)
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan, 132 Feet Ring Road,
Vastrapur, Ahmedabad-380052

LETTER OF INVITATION

No. GMDC /Eol/2018-19/02/HR/Outsourcing Agencies

Dt. /03/2019

Dear Sir/Madam,

GMDC Ltd invites EOI for Empanelment of agencies to provide Manpower on Outsourcing basis at various offices/projects.

The Empanelment Document is available on the website – www.gmdcltd.com

Interested agency may submit their responses in sealed cover super scribed, as “Empanelment of agencies to provide Manpower on Outsourcing basis at various offices/projects.” addressed to the authority mentioned below, latest by 22.03.2019 up to 15.00 Hours.

General Manager [HR]

Gujarat Mineral Development Corporation Ltd,

Khanij Bhavan, 132 Feet Ring,

Vastrapur, Ahmedabad. 380058.

Queries if any may be referred in writing to the email, persn@gmdcltd.com.

Sr. No.	Critical Dates	Date	Time
1.	Publishing Date	07.03.2019	-
2.	Document Download Start date	07.03.2019	-
3.	Pre-Bid Meeting	16.03.2019	15:00hrs
4.	Document Submission last date	22.03.2019	15:00hrs
5.	Date of Opening of Technical Bid	25.06.2019	15:00 hrs

1.0 INTRODUCTION

GMDC Ltd is a Government of Gujarat Company engaged in the business of mining and development of valuable minerals like Lignite, Bauxite, Fluorspar, Bentonite and Manganese etc. Besides, the Company has established 2 x 125 MW Lignite based power plant at Akrimota, District Kutchh. It has on roll manpower strength of 1400 employees. Other details about GMDC are available from our website www.gmdcltd.com.

GMDC Ltd invites EOI for Empanelment of agencies to provide Manpower on Outsourcing basis at various offices/projects.

Desirous agencies may send their letter for empanelment duly filled and signed by authorized signatory of the agency.

2.0 APPLICATION PROCEDURE

(a) Deadline for submission of EOI

EOI completed in all respects as specified in the empanelment document, must be submitted to GMDC Ltd to the person inviting EOI at the address specified earlier within stipulated time. In exceptional circumstances and at its discretion, GMDC may extend the deadline for submission of EOI by issuing a corrigendum. The notification for such changes shall be made available on the GMDC's website and it is the sole responsibility of the agency to check any such corrigendum.

(b) Submission requirement

Following information is required to be submitted in hard copy in sealed envelope:

- (i) Agency's Empanelment Request Letter.
- (ii) CA Certificate for Average Annual Turnover and Networth as per format provided in the document.
- (iii) Hardcopies of work orders / completion certificate duly certified by

the clients for manpower supplied.

- (iv) Other forms, declaration and undertaking as provided alongwith the document.
- (c) Empanelment documents can be downloaded from the website of GMDC Ltd, www.gmdcltd.com.
- (d) The agencies are expected to read carefully all the instructions, terms and other details mentioned in the empanelment document. Failure to furnish complete information as mentioned in the EOI document in every respect shall result in rejection of the EOI.
- (e) The invitation of empanelment is not an offer and is issued with no commitment. GMDC LTD reserves the right to withdraw its invitation for empanelment and/or modify any part thereof at any stage. Further, GMDC reserves the right to cancel the empanelment of agency at any stage.
- (f) This Empanelment document contains basic information/ conditions for the aforementioned work. However after empanelment, GMDC will issue detailed work order narrating all the terms and conditions and the same shall be binding to the empanelled agencies.
- (g) GMDC reserves the right to accept and/or reject and/or split the work between two or more agencies who have responded to the present empanelment.

2.0 SCOPE OF SERVICES

- a) Supply manpower as per requirements of the services specified by GMDC.
- b) This shall include pre-screening, coordinating interviews with GMDC officials, if required, referral checks, and ensuring timely joining of the selected candidates.
- c) Supply of any manpower will be made by agency only after the review of the CV of the candidate by the designated GMDC officials.
- d) Creating and maintaining Manpower Master database
- e) Payroll processing and benefits administration viz. Payroll & Benefits, Pay slips, tax computation, salary disbursement and reimbursement and claims

processing.

- f) Leave monitoring and record management.
- g) Comprehensive Statutory & Regulatory compliance of Income Tax, Professional Tax, GST, PF etc.
- h) All the Labour Laws applicable to the agency and manpower, shall be duly compiled with. The agency will further indemnify GMDC for statutory compliance and employee benefits of the manpower supplied.
- i) Full and final settlements of manpower in case separation.
- j) Providing services for administering benefits like ESIC, medical, accident as well as other insurances to the manpower supplied.
- k) The agency will respond promptly and responsibly to any charge of misconduct of any kind by manpower supplied and ensure speedy resolution of the matter in consultation with GMDC.
- l) Providing report to GMDC official at regular intervals.
- m) Agency shall have to make salary on time in accordance with the prevailing Labour Laws to the manpower supplied by the agency for the services rendered by them to the GMDC which will be reimbursed by GMDC as per condition (n) prescribed below.
- n) Agency shall submit a detailed monthly invoice complete in all respect to GMDC which will be paid by GMDC within 30 days from the date of submission.

3.0 QUALIFYING CRITERIA

All the prospective agencies who are ready and willing to work at the service charges mentioned in the EOI document and fulfill following criteria may respond to the Empanelment document:

- a) The agency should have Minimum Average Annual Turn Over: Rs. 15 Crore in last three financial years ended on 31st March, 2018.
- b) The agency should have positive networth as on March 31, 2018.
- c) The agency should have any of the following type of experience for providing skilled manpower to Government/Semi Government / Municipality / Corporation/Private Company during last 7 (seven) years of continuous

twelve months ending last day of month February, 2019 (i.e. period from 01/03/2012 to 28/02/2019):

i	Should have provided 60 skilled man powers to three clients each
ii	Should have provided 75 skilled man powers to 2 clients each
iii	Should have provided 120 skilled man powers to one client

- d) For the purpose of counting the number of skilled man powers for point no. (c), any manpower supplied by the agency as security personnel shall not be considered.
- e) Any effort by an agency to influence the GMDC in any manner in respect or any unprofessional conduct on the part of the agency in respect of empanelment will result in the rejection of that EOI.
- f) Submission of false or incorrect information, reports of unprofessional conduct, suppression of information, non performance of work awarded earlier, among other things, shall be sufficient grounds for disqualification in technical bid.

4.0 SERVICE CHARGES:

GMDC proposes empanelment to supply the manpower at the following rate, terms and conditions. The rate mentioned below is exclusive of GST;

Sr. No	Head	Rate of service charge in % plus GST
1	<p>Monthly Service Charges-</p> <p>A fixed % of Gross Salary plus PF and ESI/ Employees Compensation Policy of manpower wherein Gross Salary will be fixed by GMDC</p>	4%

The rate of service charge for supplying man power to be paid by GMDC as mentioned above shall be firm and shall be valid for the entire currency of the empanelment. No escalation in the rate of service charge shall be allowed on any account.

At present GMDC is availing services of 150 manpower on outsourced basis under different categories such as driver, engineer, assistant, executive staff and technical

staff etc. However, this number may vary as per the actual requirement of GMDC from time to time.

The agency, before commencement of supplying of manpower, shall have to submit security deposit amounting to Rs. 250000.00 (Rs. Two lac Fifty thousand only) by way of DD in favour of GMDC Ltd payable at Ahmedabad from the bank approved by the Govt of Gujarat (except co-operative banks) from time to time. The SD will not bear any interest. The SD can be adjusted to indemnify GMDC in case any loss occurs to GMDC due to negligence of the manpower supplied by the agency. Further, the SD can also be adjusted against any dues or statutory liability of the agency in case the agency does not pay such dues or such statutory liability. GMDC reserves the right to forfeit the amount of Security Deposit in case the agency fails to comply with the conditions mentioned in the present Expression of Interest. The SD will be refunded within three months from the date completion of the contract period subject to submission of No Dues Certificate from the HR Department.

5.0 EVALUATION AND AWARD OF THE WORK

- (a) Agencies, who meet with the qualifying criteria, will be empanelled as manpower supply agencies and will be informed accordingly.
- (b) GMDC shall have its sole discretion in award of work to empanelled agencies. In case, multiple agencies, first preference in allocation of work will be given to that agency whose average annual turnover of last three financial years, i.e. FY 2015-16, 2016-17 and 2017-18, is the highest. In case of refusal / non-availability / failure of performance or any other reason by agency having highest turnover, work will be awarded to agency having 2nd highest turnover and so on. GMDC reserves the right to rotate the work within empanelled agencies as per its sole discretion.

6.0 DURATION OF EMPANELMENT

The period of empanelment shall be of Two Years, which may be extended further based on performance and mutual agreement. However, the GMDC will analyze the performance of the empanelled agencies at the end of the period.

7.0 CONFIDENTIALITY

The Agency cannot, without agreement of GMDC, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Contract / Bid Document or information received from GMDC. Further, Agency is not allowed to publish copy or transmit to third parties the documents that are transmitted to them by GMDC. GMDC retains the right to claim damages from the Agency in the case where these documents have been used without such written consent.

8.0 ARBITRATION

All questions, disputes, differences whatsoever which may at any time arises between the parties to this contract in connection with the 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.

9.0 JURISDICTION

Matter relating to any dispute or differences arising out of present empanelment document and subsequent work order shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only.

10. FORCE MAJEURE

Force majeure is herein defined as any cause which is beyond the control of the agency or GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

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

The agency 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.

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

If any of the Force Majeure conditions exists in the place of operation of the contractor 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.

The agency of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after agency's performance of his obligations has been delayed for other causes.

11. FORECLOSURE

In case of any necessity arising due to local working conditions or any unforeseen reason which is beyond the control of the GMDC or of the agency, Committee comprising of representative of GMDC, agency shall be constituted and Committee will look into the reasons/causes and analyze the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the agency.

If after study of the prevailing conditions of the contract under execution, committee recommends to Fore Close the contract keeping in view the financial implication to both the GMDC and agency, guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

FORMS/DECLARATIONS TO BE SUBMITTED BY THE AGENCY

Status of Agency

Name of the Agency:	
Address :	
Registered office	
For correspondence :	
Telephone No. / Mobile No.	
Fax No.	
E-mail Address	
Whether the firm is joint stock Co., HUF, individual, Partnership firm (Attested copies of Deeds, Articles of association to be enclosed)	
Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Name/s of Proprietor/ Partners/ Directors with their Present and permanent address	
Name of Bankers with full address and Telephone No.	
PAN of Agency	
GST Registration No. of Agency	
PF Registration No.	

DECLARATION

(On letter head of the Agency)

DATE:

To,
The General Manager (HR),
Gujarat Mineral Development Corporation Ltd.
“KhanijBhavan”, 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380015

Dear Sir,

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

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

Yours faithfully,

Signature and Stamp of the agency

(On Letter head of the Agency)

UNDERTAKING

To,
General Manager (HR)
Gujarat Mineral Development Corporation Ltd.
KhanijBhavan
132' Ring Road, University Ground,
Vastrapur,
Ahmedabad

Dear Sir,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the Empanelment Document. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the above empanelment and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operations covered by the agency, the GMDC Limited shall have the right (without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,

For -----

(Signature & Stamp of the agency)

(On Letter head of the Agency)

UNDERTAKING

To,

General Manager (HR)

Gujarat Mineral Development Corporation Ltd.

Khanij Bhavan, 132' Ring Road, University Ground,

Vastrapur, Ahmedabad.

Dear Sir,

We M/s. ----- hereby undertake that, we shall be ready and willing to supply the manpower at the rate, terms and conditions as mentioned in the EoI document.

Yours faithfully,

For -----

(Signature & Stamp of the Agency)

PROFORMA FOR CERTIFICATE OF NETWORTH AND TURNOVER

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

1. Net Worth= Rs. _____ as on 31/3/2018.
2. Turn Over = Rs. _____ for the Year 2015-16.
Rs. _____ for the Year 2016-17.
Rs. _____ for the Year 2017-18.

Average Turnover of Rs. _____

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