

**EXPRESSION OF INTEREST**

**EOI NO. GMDC/HR/01/2021-22**

**For providing manpower on outsourcing basis at various  
offices/projects of the  
Gujarat Mineral Development Corporation Limited  
in Gujarat State**

Prospective bidders may please download the EOI Document of EOI NO.  
GMDC/HR/01/2021-22 from website: [www.gmdcltd.com](http://www.gmdcltd.com)



**General Manager (HR)  
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.  
CIN : L14100GJ1963SGC001206  
GST : 24AAACG7987P1ZT  
(A Govt. of Gujarat Enterprise)  
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND  
VASTRAPUR, AHMEDABAD 380 052  
☎ EPABX : 079-27913501, 27913200  
E-mail : [persn@gmdcltd.com](mailto:persn@gmdcltd.com); [vvsangani@gmdcltd.co.in](mailto:vvsangani@gmdcltd.co.in)  
Website : [www.gmdcltd.com](http://www.gmdcltd.com)**

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## EXPRESSION OF INTEREST NOTICE

EOI NO. GMDC/HR/01/2021-22

### 1. Summary of the Expression of Interest

<b>Place of work</b>	<b>Various Projects of GMDC</b>
<b>Brief Description of work</b>	<b>For providing manpower on outsourcing basis at various offices/projects of the Gujarat Mineral Development Corporation Limited in Gujarat State</b>
<b>Period of contract</b>	The duration of contract for providing manpower on outsourcing basis is for a period of 2 (Two) years from the date of acceptance of Letter of Intent. However the said period of contract can be extended on the same terms and conditions of the contract subject to satisfactory performance of the Successful Bidder.
<b>Availability of EOI document</b>	On web site <a href="http://www.gmdcltd.com">www.gmdcltd.com</a>
<b>Downloading of EOI document from websites</b>	<b>From Dt.: 17.06.2021</b>
<b>Last date of submission of written request for clarification if any, on EOI Document</b>	<b>25.06.2021 Up to 15:00 Hrs.</b>
<b>Pre Bid Meeting</b>	All the prospective bidders are requested to attend the Pre-Bid Meeting on <b>29.06.2021</b> at 15:30 Hrs. at Corporate Office, GMDC, Ahmedabad(Gujarat). Maximum two members per bidder will be allowed for the Pre-Bid meeting.
<b>Last date of submission of Technical Documents</b>	<b>08.07.2021 up to 15.00 Hrs.</b>

2. GMDC reserves absolute right/discretion to accept and/or reject any or all the offer received or invite fresh offer at any stage or split the work between more than one Bidders as the case may be.
3. Conditional Expression of Interest shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.
4. GMDC may issue amendments/corrigendum in the Expression of Interest documents, schedule, forms etc. at any time during the period between publication of notice and submission of offer. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the offer. No separate newspaper advertisement will be released for amendments/corrigendum.
5. GMDC reserves the rights to modify or alter any Condition of the Expression of Interest.

## **LETTER OF INVITATION**

No. GMDC /EoI/2021-22/01/HR/Outsourcing Agencies

Dt. /06/2021

Dear Sir/Madam,

GMDC Ltd invites EOI for providing manpower on Outsourcing basis at various offices/projects of GMDC.

The Expression of Interest is available on the website – [www.gmdcltd.com](http://www.gmdcltd.com)

Interested agency may submit their responses in sealed cover super scribed, as “Expression of Interest for providing manpower on Outsourcing basis at various offices/projects of GMDC.” addressed to the authority mentioned below, latest by 08.07.2021 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](mailto:persn@gmdcltd.com).

<b>Sr. No.</b>	<b>Critical Dates</b>	<b>Date</b>	<b>Time</b>
1.	Publishing Date	17.06.2021	-
2.	Document Download Start date	17.06.2021	-
3.	Pre-Bid Meeting	29.06.2021	15:00hrs
4.	Document Submission last date	08.07.2021	15:00hrs
5.	Date of Opening of Technical Bid in presence of the Bidders	08.07.2021	16:00 hrs

## **1. 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. GMDC has also wind mill projects and Solar Power Projects at various location of Gujarat State. It has on roll manpower strength of 1100 employees approximately. Other details about GMDC are available from our website [www.gmdcltd.com](http://www.gmdcltd.com).

GMDC Ltd invites Expression of Interest for providing manpower on Outsourcing basis at various offices/projects of GMDC.

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

## **2. 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 Request Letter.
- (ii) CA Certificate for Average Annual Turnover and Net worth 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 along with the document.

- (c) Expression of Interest documents can be downloaded from the website of GMDC Ltd, [www.gmdcltd.com](http://www.gmdcltd.com).
- (d) The agencies are expected to read carefully all the instructions, terms and other details mentioned in the Expression of Interest 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 Expression of Interest is not an offer and is issued with no commitment. GMDC LTD reserves the right to withdraw its invitation for Expression of Interest 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 Expression of Interest 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 agency.
- (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 EOI.

### **3. SCOPE OF SERVICES**

- a) Supply of 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, Bonus, Gratuity, ESI or Employees Compensation Act, Mines Act, Factories Act, GLWB, Employees Exchange Act, Shops & Establishment Act etc.
- h) All the Labour Laws and subsequent amendment thereto shall be applicable to the agency and manpower and the same shall be duly complied 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 Bonus, Gratuity, Leave, Employees Compensation as well as other insurances to the manpower supplied. Actual reimbursement of Leave Salary, Bonus and Gratuity will be reimbursed by GMDC on production of necessary documents. No service charge will be paid on these payment.
- 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) The agency shall make sure that no strike/hampering of production activity can be made by the manpower supplied.
- m) The agency shall have to nominate One coordinator who can look after the functioning of the contract. The Coordinator will have to be deputed at Corporate Office, Ahmedabad and for which no salary shall be payable by GMDC. The agency shall have to reconcile the data relating to Accounts and Manpower strength on quarterly basis in order to have smooth functioning of the work.
- n) Providing report to GMDC official at regular intervals.
- o) The Agency shall have to comply with all the laws applicable to any of the project/site.
- p) 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 (q) prescribed below.
- q) 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.

#### **4. 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 Expression of Interest document:

- a) The agency should have Minimum Average Annual Turn Over: Rs. 05 Crore (Five Crore) in last three financial years ended on 31<sup>st</sup> March, 2020.
- b) The agency should have positive net worth as on March 31, 2020.
- 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 07 (seven) years of continuous twelve

months ending last day of month May, 2021 (i.e. period from 01/06/2014 to 31/05/2021):

- i. Should have provided 100 skilled man powers to three clients each  
or
- ii. Should have provided 125 skilled man powers to two clients each  
or
- iii. Should have provided 200 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.

#### 5. EVALUATION AND AWARD OF THE WORK

- (a) Agency, who meet with the qualifying criteria, will be considered for evaluation for marks as mentioned in below table.
- (b) GMDC shall have its sole discretion to award the work for providing manpower on outsourcing basis.
- (c) The selection of agency will be done based on the following parameters:

Sr. No	Criteria	Max Marks	Details	Marks to be allotted
1	Number of years of Providing Manpower except Security Personnel (Supported with documentary proof of verification)	10	3 to 5 years	5
			More than 5 years and upto 10 years	10
2	Work Order for providing manpower on outsourcing basis in last three years (Except for Providing Security Personnel)	25	Up to 100 skilled manpower	5
			More than 100 but up to 200 skilled manpower	10
			More than 200 but up to 300 skilled manpower	15
			More than 300 but up to 400 skilled manpower	20
			More than 400 skilled manpower	25

3	Experience of Satisfactory service with reputed organizations (I.e Central/State PSU's, / Private Company) (Supported with valid Experience Certificate)	25	Up to 2 years	5
			More than 2 but up to 4 years	10
			More than 4 but up to 6 years	15
			More than 6 but up to 8 years	20
			More than 8 Years	25
4.	Turn Over of Company (Supported with CA Certificate)	20	Agency having annual Turnover of more than 20 crores.	20
			Agency having annual turnover between 10-20 crores.	10
			Agency having annual Turnover of less than 10 crores.	5
5.	Agency having existence (Supported with valid certificate)	10	Agency having Pan India Presence including Branch Office in Gujarat since last 5 years	10
			Agency having Pan India Presence	05
6.	ISO Certificates (Supported with valid certificates)	10	Agency having ISO Certificate	10
Total Marks		100		

- (d) The work for providing manpower on outsourcing basis will be awarded to the agency who is getting highest mark in respect of afore-stated parameters.
- (e) 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 2017-18, 2018-19 and 2019-20, is the highest.
- (f) 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 2<sup>nd</sup> highest turnover and so on.

#### **6. DURATION OF EMPANELMENT**

The duration of contract for providing manpower on outsourcing basis shall be for a Two Years which may be extended further based on performance and mutual agreement. However, the GMDC will analyze the performance of the agency at the end of the period.

#### **7. SERVICE CHARGES**

GMDC proposes to award the work for providing manpower on outsourcing basis at the following rate, terms and conditions. The rate mentioned below is exclusive of GST;



Sr.No	Head	Rate
1	<b>Monthly Service Charges-</b> A fixed % of Wages (Basic + DA) of manpower in respective category. The wages will be fixed by GMDC.	Service Charge @ 4% Plus GST
2	Reimbursement of PF & ESI Contribution (Employer's share), Administrative Charge of PF, Actual Leave Salary, Bonus and Gratuity	At Actual (Upon submission of Proof)
3	2 pairs of Uniform (Shirting, Suiting) for a year 1 Pairs of Shoes for a year	Rs 3,000/- with GST

The rate of service charge for supplying man power on outsourcing basis 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 250 no of 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.

#### **8. Security Deposit**

The agency, before commencement of supplying of manpower, shall have to submit security deposit amounting to Rs. 2,50,000/- (Rs. Two lakh 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.

#### **9. 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 / EOI 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.

## **10. NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT**

- 10.1 If the Agency fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Agency. This however, shall not absolve the agency from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the agency and the agency shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- 10.2 Likewise, if the agency does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, under such events, the GMDC shall be entitled to forfeit the security deposit paid by the agency and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the agency.
- 10.3 For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the agency and without incurring any responsibility.

## **11. 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.

## **12. JURISDICTION**

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

### **13. 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 having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay in deployment of manpower required by the GMDC, 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.

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

The agency or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of deployment of required manpower will, subject to hereinafter provided, be extended by a reasonable time and no compensation shall be payable for such extended time.

### **14. 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 31.03.2020.
2. Turn Over = Rs.\_\_\_\_ for the Year 2017-18.  
Rs.\_\_\_\_ for the Year 2018-19.  
Rs.\_\_\_\_ for the Year 2019-20.

Average Turnover of Rs.\_\_\_\_

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



**(FORMAT FOR AFFIDAVIT)**  
**(On Non-Judicial Stamp Paper of RS 300/-)**  
**A F F I D A V I T**  
**UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS**

I, \_\_\_\_\_, Partner/Legal Attorney/Accredited  
Representative of M/s. \_\_\_\_\_ solemnly declare that :

1. We are submitting Tender for the work \_\_\_\_\_  
\_\_\_\_\_ against Tender No. \_\_\_\_\_
2. None of the Partners of our firm is relative of employee of \_\_\_\_\_  
(Name of the Company)
3. All information furnished by us in respect of fulfillment of eligibility criteria  
and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine,  
authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect at  
any time, GMDC may cancel my Tender and take action as deemed fit may  
be taken against us, including termination of the contract, forfeiture of all  
dues including Earnest Money / Security deposit and banning/delisting of  
our firm and all partners of the firm etc.

**SIGNATURE OF THE AGENCY  
WITH SEAL.**

Dated .....

**Seal of Notary**