

Request for Proposal (RFP)

For

Selection of Agencies for Providing Security Services at various projects of GMDC LTD

Bid Processing Fee: Rs. 17, 700/-

RFP no: RFP/Security/2022-23

September, 2022



Gujarat Mineral Development Corporation Ltd

(A Government of Gujarat Enterprise)

**Khanij Bhavan,
University Ground,
132 ft. Ring Road,
Ahmedabad. 380 052**

Website: www.gmdcltd.com

Last date of Submission of Pre-bid Queries: 21.09.2022 till 15.00 hrs

Date of pre-bid meeting: 26.09.2022 at 15.00 hrs

Last date of Submission of bids: 07.10.2022 at 17.00 hrs

Date of Opening of Technical Bids: 10.10.2022 at 15.00 hrs

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1 Section 1: Invitation for RFP

1.1 RFP Notice

Gujarat Mineral Development Corporation Ltd (GMDC LTD) invites RFPs for **Selection of Agencies for Providing Security Services at various projects of GMDC LTD.**

a. The RFP includes the following documents:

- Section 1 - Invitation for Proposals (IFP)
- Section 2 - Instruction to Bidders (ITB)
- Section 3 - General Conditions of Contract (GCC)
- Section 4 - Terms of Reference
- Section 5 - Technical Proposal Forms (TP)
- Section 6 - Commercial Proposal Forms

b. Interested parties may download the RFP document from the website www.gmdcltd.com / <https://gmdc.nprocure.com>

c. The bid must be submitted physically at our GMDC LTD Office located at Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052.

d. Bid Processing Fee – **Rs. 17,700/- {RS 15,000 + Rs 2700 (GST @ 18% of Rs 15,000/)}** in the form of DD in favour of **“Gujarat Mineral Development Corporation Ltd ” payable at Ahmedabad.** Relaxation in terms of submission of Bid Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.

e. Earnest Money Deposit **Rs. 24,80,000/-** in the form of DD/Bank Guarantee/FD duly pledged in favour of **“Gujarat Mineral Development Corporation Ltd ” payable at Ahmedabad from the Banks approved by Government of Gujarat except Co-Operative Banks.** Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.

f. GMDC LTD reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

g. This RFP document is not transferable.

h. Pre-qualification details & Technical Bids will be opened in the presence of Bidders or their authorized representatives who choose to attend on the specified date and time.

- i.** In the event of the date specified for receipt and opening of bid being declared as a holiday for GMDC LTD office the due date for submission of bids and opening of bids will be the following working day at the appointed times.

NOTICE INVITING RFP

RFP No. RFP/Security/2022-23

Date: ___/09/2022

No.	Particulars	Information
i.	Name of the Work	Selection of Agencies for Providing Security Services
ii.	Cost of Bid document	INR 17,700/- (Rs 15,000 + GST @ 18%)
iii.	Source of Bid Documents	The Bid document can be downloaded from GMDC LTD websites at www.gmdcltd.com
iv.	Earnest Money Deposit (EMD)	INR 24,80,000/- (INR Twenty Four Lakhs Eighty Thousand Only) Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.
v.	Last date of Submission of Pre-bid Queries	21.09.2022 at 15.00 hrs
vi.	Date of pre-bid meeting	26.09.2022 at 15.00 Hrs
vii.	Last date of Bid Submission	07.10.2022 till 17.00 Hrs
viii.	Opening of Technical Bid	10.10.2022 at 15.00 Hrs
ix.	Manner of Proposal submission	Bidder must submit proposal in the manner prescribed in this Bid Document. Price Bid to be submitted on the electronic platform only. Hard copy of Techno-Commercial Proposal shall be submitted as specified in this Bid Document.
x.	Validity of Proposal submitted	At least 180 days from the last date of submission of Bid.
xi.	Performance Security	62,00,000/-
xii.	Contact Person and Address for Communication	General Manager (HR) Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052 Phone: 079 27910090 / 27912443

Further details can be seen on website www.gmdcltd.com / <https://gmdc.nprocure.com>

Sd/-
Sr. General Manager (Tech - I)
GMDC LTD

Important Information

No	Information	Details
1.	RFP No.	RFP/Security/2022-23
2.	Bid Processing Fee (RFP Fee)	Rs. 17,700/- (Rs 15,000 + GST @ 18%)
3.	Earnest Money Deposit (EMD) in the form of a DD/BG/FD duly pledged in favour of GMDC	Rs. 24,80,000/- (Twenty Four Lakhs Eighty Thousand Only) Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.
4.	Last date and time for submission of pre-bid queries	21.09.2022 till 15.00 hrs Queries should be raised on the email of persn@gmdcltd.com
5.	Last date and time for submission of DDs of EMD, RFP processing Fee, proposals (Technical and commercial/Financial) at GMDC LTD Office, Ahmedabad in physical form	07.10.2022 till 17.00 hrs
6.	Place, Time and Date of pre-bid meeting, submission of RFP processing fee, EMD and opening of financial bid.	Pre-Bid meeting date 26.09.2022 at 15.00 hrs Place: - Gujarat Mineral Development Corporation Ltd Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052 Phone: 079 27910090 / 27912443 Date of opening of Financial Bid will be intimated later.
7.	Opening of Technical Bids	10.10.2022 at 15.00 hrs Place:- Gujarat Mineral Development Corporation Ltd Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052 Phone: 079 27910090 / 27912443
8.	Contact Person for queries	General Manager (HR) Gujarat Mineral Development Corporation Ltd Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052 Phone: 079 27910090 / 27912443 Email : persn@gmdcltd.com

No	Information	Details
9.	Address at which proposal in response to RFP notice is to be submitted:	Gujarat Mineral Development Corporation Ltd Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052 Phone: 079 27910090 / 27912443 Email : persn@gmdcltd.com
10.	Bid validity	180 days, From date of bid opening
11.	Date, Place of negotiation	Prior to signing the contract. Gujarat Mineral Development Corporation Ltd Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad. 380 052 Phone: 079 27910090 / 27912443 Email : persn@gmdcltd.com
12.	Deadline / last date for furnishing security deposit	Within 15 working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier
13.	Performance security value	62,00,000/-
14.	Security deposit validity period	6 Months beyond expiration of contract period.

Disclaimer

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (hereunder called “Authority”/ ” GMDC LTD”) as First attempt to the bidders/parties interested for providing Security Services at GMDC LTD in Gujarat (“The Security Services”).

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 Proposer who reads or uses this RFP. Each Proposer 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 consultant 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 consultant.

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. GMDC 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 Proposer or its representative(s).

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. It also reserves the right to decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The 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.

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 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.

- 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:

1. “GMDC LTD”/”Authority” shall mean the Gujarat Mineral Development Corporation Ltd , Ahmedabad Govt. of Gujarat who shall appoint the Service Provider to provide security services.
2. “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 atleast 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 atleast 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 its taking credit with at least 50% share in the profits of such Partnership firm.
3. “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.
4. “Bidder” means any person(s) including a sole proprietor or a partnership firm or a company who 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.
5. “Locations” means GMDC LTD location as specified in the Annexure 12 and shall be specified by the Authority on time to time basis.
6. “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.
7. “Corrupt practice” shall have the meaning ascribed in this RFP.
8. “Conflict of Interest” shall have a meaning specified in the RFP.
9. “Eligibility Criteria” means criteria specified in Bid Summary and in the Part-II of this RFP.

10. "Evaluation Process" means steps of evaluation specified in part II.
11. "Technical Score" shall have a meaning specified in Bid Summary of this RFP.
12. "EMD/ Bid Security" means the Bid security/ earnest money deposit to be submitted by the Bidder as per conditions of this RFP.
13. "Security Service/Project" means all the activities as per Good Industry Practice and as per the Scope of Work including without limitation provision of armed and unarmed security services at various offices and locations in Gujarat as specified in the Annexure12.
14. "Security Service Provider" or Service Provider" shall mean the party selected for the purpose of undertaking the Project pursuant to this RFP.
15. "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 provided in this RFP.
16. "Letter of Award "shall have the meaning ascribed thereto under Part II of this RFP
17. "Parties" means the parties to the SPA/Service Provider Agreement and "Party" means either of them, as the context may admit or require.
18. "Performance Security" shall mean the Security in the form of DD/Bank Guarantee/FDR to 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.
19. "Preferred Bidder "shall have a meaning specified in Part II of RFP.
20. "Service Charges" shall mean the charges for the Security Service rendered by the Service Provider.
21. "Successful Bidder" means the Proposer 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.
22. "Service Provider" or "Security Service Provider" or "Security Agency" shall mean the Successful Bidder with whom the Authority shall enter into Agreement/ SPA for undertaking the Project in terms thereof.
23. "Third Party" means any Person other than GMDC/AMC 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.

2 Part I: BID SUMMARY

Sr. No.	Key Information	Details
1.	Request for Proposal Document is for:	Request for Proposal (RFP) for Selection of agencies for providing Security Service: Selection of agencies for Providing Security Services at various projects of Gujarat Mineral Development Corporation Ltd as per the best industry practices, performance standards and scope of work as set out in this RFP.
2.	Contract Period	Two years from the date of LOA (the “Contract Period/Agreement Period”) extendable by one additional year based on performance review and at the sole discretion of the Authority.
3.	Specific Scope of Work and Terms	<p>The Security Agency shall deploy unarmed and armed trained security personnel at security points locations at various projects of GMDC LTD specified in Annexure 12.</p> <p>Office Perimeter Security:</p> <ul style="list-style-type: none"> • The Security agency shall manage the office perimeter in terms of manning the gate during office hours and securing the office against theft, vandalism, unauthorized entries, managing any agitation, etc. • They shall be responsible for opening /closing of the building and rooms as required/directed by Office in-charge. • The Agency shall ensure entry management with maintenance of records of inward and outward movement of men, materials, etc. with proper check on the same as instructed. Statutory Registers and stationary required for their use shall be provided. • Keep the concerned office Head informed of all the matters of security and co-operate in the investigation. • The Agency shall appoint a Commandant / Head – Security of sufficient experience and seniority to sit at the headquarters and provide a central control and monitoring of all security related activities of GMDC LTD • The security personnel accompanying the GMDC LTD Officials

		<p>shall have valid license to drive Light Motor Vehicles. The personnel shall be trained to operate any Light Motor Vehicle in emergency situation. The security personnel shall not require for driving a vehicle on regular basis.</p> <ul style="list-style-type: none"> • The Security Agency shall provide One Four Wheel Drive Vehicle at Lignite Projects of GMDC in order to carry out the routine inspection at various security points available within the lease boundary of the Lignite Project in order to avoid untoward accidents. • The Security Agency shall have to provide enhanced communication infrastructure amongst the Security Personnel by providing Wireless walki talkie system in order to avoid untoward accident within the lease boundary of the projects. <p>Development and Implementation of Standard Operating Procedures</p> <ul style="list-style-type: none"> • Service Provider shall prepare Standard Operating Procedures and Training Manual in consultation with the Authority for any possible incidents/ cases/ events within a timeline of 3 months from deployment. • After approval of the SOP and Training manual, the personnel shall be trained for the reimplementation within a period of 3 months. <p>Security Apparatus: General</p> <ul style="list-style-type: none"> • The guards to be deployed shall be well trained, smartly uniformed, disciplined, and healthy and possess a cheerful and positive disposition. • They shall be trained to tackle any critical incidents situations such as public agitation, vandalism, rioting etc. • The armed security personnel shall be equipped with proper fire arms and adequate amount of ammunition at all times during the duty period. • Service provider must comply with the requirements of Private
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		<p>Security Agency Regulation Act, 2005 and rules made thereunder by the Government of Gujarat nomenclature Gujarat Private Security Agencies Rules, 2007 and must be duly trained.</p> <ul style="list-style-type: none"> • The Security Agency must take Contract Labor License as per the Contract Labour (R&A) Act, and also renew such License annually. Such License shall be provided to the Authority as an evidence of compliance. • The Security Agency must comply with all labor related statutory requirements including Provident Fund, ESI, GLWF, Professional Tax, Insurance and Medical related provisions etc. as required and applicable by prevailing law and regulations. • The Security Agency shall Deploy Security Personnel having no any criminal records against him and such deployed personnel must be medically fit. • The Security Agency shall Ensure Presence of staff deployed through Biometric attendance. The cost of such devices shall be borne by the Security Service Provider. • The Security Agency shall ensure that all Security Personnel and Supervisor shall be carrying I-Cards and shall have to wear smart ironed uniform with cap, lathi, whistle, belt, shoes, torch, etc. The cost of the uniform shall be borne by the the Security Agency. • Submit reports specifying the details of deployed security personnel (names, badge no, Arm License number presence /absence etc.) and other aspects as instructed by the Authority. • Ensure highest standard of behavior of Security Personnel and other staff, towards the GMDC LTD staff and Visitors at GMDC LTD offices. • Bear all applicable National, State and local taxes in respect of the Project and its services rendered in terms hereof.
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		<p>Security Points:</p> <ul style="list-style-type: none">• As part of the Scope of Work, Interiliac, the Security Agency will require to provide security for a particular number of Security Points. The details of these Security Points in terms of number and location are mentioned in the Tentative Deployment Plan at Annexure12.• One Security Personnel, (armed and/or unarmed as mentioned) is required to be deployed per Security Point. Rest / leave for each personnel shall be provided as per rules. During leave/rest, the security services will remain interrupted by provision of reliever.• Security personnel will have to make their own arrangements for boarding and lodging at the place of posting.
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4.	Scope of Work Quantity and variation thereof	The requirement for the security services under this RFP in terms on number of security points to be services is tentatively stated in Annexure 12. The Authority retains the right to order deployment for a smaller or larger number of security points than that specified above by a variation factor.
5.	Minimum Standard and Qualification of Security Personnel	<p>Minimum Standard of Security Personal: Physical standards and Training as per Gujarat Private Security Agencies Rules- 2007 framed under the provisions of the Private Security Agencies (Regulations) Act,2005 to be followed.</p> <p>Percentage of Ex-Servicemen: Of the total force deployed by the Security Agency at any given point of time, not less than 50% shall be Ex. Serviceman Security Guard with experience from the Army, (preferably Infantry/ Armored/ Artillery /Engineers / Signals), Air Force, Navy, other central forces only such as CISF, BSF, CRPF, ITBP, NSG, SPG, Rashtriya Rifles, Defense Security Corps, and Coast Guard with minimum five years' service. The maximum age of such Ex -Serviceman should be 60 years at the time of deployment and in case of armed Ex. Serviceman Security Guard, he should possess a valid Arms License.</p>
6.	Operation hours	Service to be provided during office hours for office postings and round the clock in three shifts in field posts such as mine sites and other locations where round the clock security is to be provided as per the directive of Project Authority.
7.	Establishment Period	<p>a) Authority shall issue LOA within the Bid Validity Period specifying the Security Personnel deployment as per point at each location.</p> <p>b) The Security Agency shall within 30 days from the LOA date or any extension there to granted by Authority, be required, to undertake inter-alia induction, training, and deployment of Security Personnel and Supervisors as required to provide Security services in accordance with terms of this RFP (the "Establishment Period")</p>

8.	Associates	<p>Definition of Associate</p> <p>(i) For the purpose hereof, the word “Associate” 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).</p> <p>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.</p> <p>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.</p> <p>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 its taking credit with atleast 50% share in the profits of such Partnership firm.</p> <p>(ii) Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.</p>																	
9.	Technical Score	<p>The bidders meeting the eligibility criteria shall be assigned technical score based on following parameters.</p> <table border="1" data-bbox="550 1664 1433 1993"> <thead> <tr> <th data-bbox="550 1664 635 1767">SN o.</th> <th data-bbox="635 1664 1082 1767">Grading Criteria</th> <th data-bbox="1082 1664 1249 1767">Section marks</th> <th data-bbox="1249 1664 1433 1767">Section Submarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="550 1767 635 1805">1</td> <td data-bbox="635 1767 1082 1805">Structure of Firm</td> <td data-bbox="1082 1767 1249 1993" rowspan="4">15</td> <td data-bbox="1249 1767 1433 1805"></td> </tr> <tr> <td data-bbox="550 1805 635 1843">I</td> <td data-bbox="635 1805 1082 1843">Company/Co-operative</td> <td data-bbox="1249 1805 1433 1843">15</td> </tr> <tr> <td data-bbox="550 1843 635 1881">II</td> <td data-bbox="635 1843 1082 1881">Registered Partnership/LLP</td> <td data-bbox="1249 1843 1433 1881">10</td> </tr> <tr> <td data-bbox="550 1881 635 1993">III</td> <td data-bbox="635 1881 1082 1993">Proprietorship</td> <td data-bbox="1249 1881 1433 1993">5</td> </tr> </tbody> </table>	SN o.	Grading Criteria	Section marks	Section Submarks	1	Structure of Firm	15		I	Company/Co-operative	15	II	Registered Partnership/LLP	10	III	Proprietorship	5
SN o.	Grading Criteria	Section marks	Section Submarks																
1	Structure of Firm	15																	
I	Company/Co-operative		15																
II	Registered Partnership/LLP		10																
III	Proprietorship		5																

		2	Age of Establishment	15	
		I	Older than 10 years		15
		II	5 to 10 years		10
		III	Less than 5 years		5
		3	No of Branch Offices in Gujarat	10	
		I	More than 4 offices in Gujarat		10
		II	2 to 4 offices in Gujarat		7
		III	Atleast 1 office in Gujarat		3
		IV	No offices in Gujarat	0	
		4	Financial Capability	20	
			Audited Average Annual Turnover of last three financial year i.e. 2018-19, 2019-20 and 2020-21 from similar activities		
			More than Rs.12.5 crores		20
			More than Rs.10 crores and up to Rs.12.5 Crores		15
			More than Rs.7.5 crores and up to Rs.10 Crore		10
			Rs.5 crores and above up to Rs.7.5Crore		5
			Less than Rs.5 crores	0	
		5	Experience-Public Sector	20	
			Total Number of Security personnel deployed in contracts in last 3 years preceding the bid due date from deployment in Public Sector:		
			Public Sector shall mean provision of security and allied services to any Central/ State Government Department/Public Sector Undertaking / Public Agency/ Bank and Local or Parastatal agencies/Public Education or health institution/Cooperative sector organizations		
			Higher than 500		20
			201-500		15
	121-200	7			
	Less than 120	0			

		6	Experience–Deployment in Corporate Sector		
			Total Number of Security personnel deployed in contracts in last 3 years preceding the bid due date from deployment in large corporate	10	
			Large corporate shall mean private sector company registered under companies act or any Private trust or society or institution.		
			Higher than 500		10
			201-500		7
			121-200		4
			Less than 120		0
		7	Experience–Deployment in Mining Sector		
			Total Number of Security personnel deployed in contracts in last 3 years preceding the bid due date from deployment in large mining Projects.	5	
			The Security Personnel must be deployed through contract with any Central/ State Government Public Sector Undertaking/Government undertaking/Semi Government undertaking/any Limited Company which are into mining activity.		
			Higher than 500		5
			201-500		3
			121-200		1
			Less than 120		0
		8	Training		
			Training at any institution which is designated or affiliated for training of security personnel under aegis of any Central/State Government program or initiative or any agency registered under the PSARA, 2005 or any institution such as	5	5

		<table border="1"> <tr> <td>National Skill Development Council.</td> <td></td> </tr> <tr> <td>No Training</td> <td>0</td> </tr> <tr> <td></td> <td></td> </tr> </table>	National Skill Development Council.		No Training	0				
National Skill Development Council.										
No Training	0									
		<p>Bidders obtaining minimum 60 marks in the above marking shall be eligible for next stage of Presentation and physical verification at any of the site where the agency is providing the security services.</p>								
		<p>Approach and Methodology for proposed assignment</p> <p>The description of approach and methodology shall include but not limited to the following:</p> <p>a) Understanding of objectives of the assignment, approach to the services</p> <p>b) Quality of Methodology: Explain the methodologies which bidder proposes to adopt and highlight the compatibility of those methodologies with the proposed approach</p> <p>c) Presentation of Approach and Methodology</p>	40	40						
		Physical Verification at site where the agency is providing Security Services	10	10						

10.	Submission of Technical and Price Proposal	<p>a) The Technical and Price Bids shall be submitted online only at https://gmdc.nprocure.com. The Bids of the Bidder submitting its Price Bid in Physical form shall be summarily rejected.</p> <p>b) Price Bids of only those Bidders passing the Eligibility criteria and obtaining minimum 70 % marks (in technical score + presentation and physical verification) set forth in the RFP shall be opened and evaluated.</p> <p>c) Bidders are required to quote the Service Charge in Percentage. Such Rate shall be exclusive of GST but inclusive of all other applicable taxes/statutory levies and compliance as Minimum Wages, PF, ESIC, Gratuity, Bonus, allowances, Reliever Charges, Service Charges etc. as per law. Format for price bid is provided in Annexure-8 (“Price Quote”). The GST shall be payable over the base monthly rate quote separately at the rate prevailing at the time of invoicing.</p>
11	Award Criteria	<p>a) Bidders shall be required to quote Service Charges exclusive of GST but inclusive of all other applicable taxes; as payable to the Security Agency by the Authority in terms hereof, as per the indicative format provided in Annexure 8.</p> <p>b) The Bidder getting the highest composite score shall generally be declared as “P1” and the Preferred Bidder. The Authority may award the Project to such a preferred Bidder and appoint him as the Service Provider by way of entering into Service Provider Agreement (SPA).</p> <p>c) In case of the price quote of any bidder which is determined to be unrealistically lower or higher rate than internal estimates or market rate or Good Industry Practice or lower than any regulation such as Minimum Wages act, Dearness Allowance, ESI,PF etc. and which could not be substantiated satisfactorily by the bidder, such a bid/proposal may be rejected as non-responsive. The Bidder shall have to provide break-up as and when demanded by Authority. The Bidder whose price quote is found to be non-responsive shall be liable for rejection.</p> <p>d) The service charges quoted by any bidder should not be zero and in the event of the same, the bid/proposal shall be rejected as non-responsive.</p> <p>e) In the event of any two lowest bids being the same, then, in such a tie situation, the P1 shall be decided by the following: (i) Bidder having higher Technical marks shall get preference and</p>

		in the event of both bidders having same technical marks (ii) Preferred bidder shall be decided by a draw of lots.
12	EMD/Earnest Money Deposit	<p>a) A Bidder shall be required to furnish along with its bid/proposal, a Bid security for an amount equivalent to Rs. 24,80,000/- (Twenty Four Lakhs Eighty Thousand Only) in form of demand draft or Bank Guarantee issued by any scheduled bank except Co-operative Banks approved by Government of Gujarat in favor of “Gujarat Mineral Development Corporation Ltd ”payable at Ahmedabad or Fixed Deposit Receipt duly pledged in favor of “Gujarat Mineral Development Corporation Ltd .</p> <p>b) The EMD shall be submitted along with the Technical Bid and shall remain valid till 210 days from the last date of submission of the bid/proposal.</p> <p>c) The EMD of unsuccessful bidder shall be returned on selection of the Successful bidder or on Authority annulling the bidding process and in any case within Bid Validity Period.</p> <p>d) The EMD of Successful Bidder shall be returned upon it submitting the Performance Security as per terms of this RFP.</p> <p>e) Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</p>
13	Bid Processing Fee (RFP Fee)	<p>A Bidder shall in lieu of issue of RFP document submit with its bid/proposal a RFP Fees in the form of demand draft equivalent to Rs. 17,700/- (15,000 + GST @ 18%) from any Scheduled bank except Co-operative Banks in favor of“ Gujarat Mineral Development Corporation Ltd ”payable at Ahmedabad.</p> <p>This demand draft for cost of document shall be non-refundable and submitted alongwith the EMD as part of Physical submission.</p> <p>Relaxation in terms of submission of Bid Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</p>

14	Performance Security	<p>a) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOA, for amount of Rs 62,00,000/- duly in the form of Demand Draft or Bank Guarantee (Annexure-10) issued by the Banks approved by the Government of Gujarat except Co-Operative Banks or Fixed Deposit Receipt duly pledged in favor of GMDC. Such performance Security shall be admissible and payable at Ahmedabad branch.</p> <p>b) The Security Agency (after the signing of Agreement the Successful Bidder shall be termed as the “Service Provider/ Security Service Provider”) shall maintain a valid and binding Performance Security for a period of three months after 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 three months from end of Contract Period of 3 years. In case Contract Period is extended then the Service Provider shall have to renew Performance Security for a period of extended Contract Period.</p>
15	Bid/Proposal Validity Period	The Bid/Proposal shall be valid till 180 days from the last date of submission.
16	Liquidated Damages and Damages for Performance Standards during Contract Period	<p>A. Liquidated Damages for delay in Commencement of Services</p> <p>If the agency 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 agency fails to start work even after 20 days, the GMDC will be free to forfeit the EMD and/or SD, or both the EMD and SD and take action stipulated under tender document.</p> <p>Under any circumstances, the agency shall have to deploy required security personnel as per GMDC’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.</p> <p>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 GMDC may at its sole</p>

		discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the GMDC shall be entitled to recover from the contractor 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.
17	Applicable Laws	<p>The Security Service Provider, without any default, shall comply with the following Applicable Laws in India during the contract period. “Applicable Law” shall mean 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 into 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 the Contract and applicable to this agreement and shall include but not be limited to the following:</p> <ul style="list-style-type: none"> o The Private Security Agencies Regulations Act, 2005 o Gujarat Private Security Agencies Rules-2007. o Minimum Wages Act 1948, o Employees State Insurance Act, 1948; o Employees Provident Fund and Miscellaneous Provisions Act, 1952; o Payment of Wages Act, 1936; o Professional Tax Act; o Contract Labor (Abolition & Regulation) Act, 1970; o Workman Compensation Act, 1923 o Any other applicable related labor laws

18. Eligibility / Qualification Criteria

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

Sr. No	Eligibility Criteria	Document/ Information to be submitted with proposal	Remarks
1	The Security Agency should be a Company registered under the Indian companies incorporated under Companies Act 1956/2013 or Partnership firms/Proprietary firms/Registered Society/ Charitable Trust constituted under applicable laws and bearing registration with competent authority (as applicable) are allowed to participate in Bidding and should have been in existence for a period of at least 5 years prior to the date floating the RFP.	Certificate of Incorporation/ Partnership registration/ Affidavit or necessary proof.	
2	The Security Agency shall have Net-Worth equivalent to Rs. 5.00 crore (Rs. Five Crore) as on last date of FY 2021-22 as per CA certificate.	Bidder should have to submit the CA certificate	
3	The bidder should have a minimum financial turnover of Rs. 5 crore in each of past 3 (Three) financial years i.e. 2019-20, 2020-21, 2021-22	Bidder should have to submit the CA certificate mentioned clearly <i>“Turnover from providing manpower” along with annual accounts of all the 3 years</i>	
4	The Bidders should have following minimum experience of having work order of similar works during last 7 (seven) years ending on last day of August, 2022 (i.e. period from	<i>(The Bidder shall be permitted to claim credit from the Associates (Parent firm/ Subsidiary/ Sister Concern. The Bidder shall be required to</i>	

Sr. No	Eligibility Criteria	Document/ Information to be submitted with proposal	Remarks
	<p>01.09.2015 to 31.08.2022):</p> <p>A. Three Work Orders of similar works each having amount of Rs 4.96 Crore or more during last 7 (seven) years ending on last day of August, 2022 or</p> <p>B. Two Work Orders of similar works each having amount of Rs 6.20 Crore or more during last 7 (seven) years ending on last day of August, 2022 or</p> <p>C. One Work Order of similar works each having amount of Rs 9.92 Crore or more during last 7 (seven) years ending on last day of August, 2022</p> <p>➤ Moreover, the ongoing contract having successfully completed works under the single LOI/Work Order/Agreement upto 31.08.2022 shall be considered as experience for technical qualification.</p> <p>➤ Any type of security services to any Central or State Government Departments/ PSUs/ Agencies/ Corporations/ Public institutions such as banks, universities, hospitals or to any private sector entity which is registered under Indian Companies Act 1956/2013 will be considered for the said criteria.</p>	<p><i>submit supporting evidences by way of completion certificate/ other documents evidencing completion of work, issued by the relevant client clearly showcasing (to the satisfaction of Authority) the required qualification of the Bidders in terms hereof.)</i></p>	

Sr. No	Eligibility Criteria	Document/ Information to be submitted with proposal	Remarks
5	The bidder shall have registration under the Private Security Agencies Regulation Act, 2005 only.	Evidence of registration and copy of equivalent act will have to be provided	
6	The bidder should have been registered with the concerned Govt. Authorities, i.e. Labor Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration as well as code number should be submitted	Evidence of registration and copy of equivalent act will have to be provided	
7	The Bidder should have Police License Registration Number (All Gujarat) or provide undertaking for obtaining it if awarded the Project	Evidence of registration and copy of equivalent act will have to be provided	
8	There should be no case pending with the police against the Proprietor/ Firm/ Partner or the Company (Bidder)	Declaration required	
9	Bidder should have their office in Ahmedabad or Ahmedabad since last three years prior to the date floating the RFP.	The copy of Property tax bill/Electricity Bill/ Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof from last two years. (Prior to the date floating the RFP).	
10	The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and/ or black-listed by Gujarat Government Departments/PSU's/Local Authorities on the date of submission of bid.	Certificate/ affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt &	

Sr. No	Eligibility Criteria	Document/ Information to be submitted with proposal	Remarks
		fraudulent practices	
11	The bidder must have a valid PF Registration, ESI registration, Professional Tax and GST Registration in India. Also filed EPF and ESCI returns regularly in last 3 financial years. (Copies of returns/ challans to be submitted as part of technical bids/proposals.	Copy of a valid GST, PF and ESI Registration in India.	

- Any agency which has been barred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the bid/proposal, would not be eligible to submit a bid/proposal either by itself or through its Associate.
- The bidders only those who are meeting above eligibility criteria shall be considered for next stage of evaluation i.e. Technical Scoring
- Any kind of consortium will not be allowed.
- All supporting documents are to be physically submitted with the RFP document as per given format/form.

Methodology and Criteria for evaluation of Proposals

- ✓ **GMDC LTD** will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GMDC LTD, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- ✓ The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- ✓ During the technical evaluation, GMDC LTD may seek clarification in writing from the bidder, if required. **If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid/proposal.** The price bid will be opened of the bidders whose technical bids are fully

complied and who are eligible in technical evaluation. At any point of time, if GMDC LTD feels that the bidder is hiding any information which will affect the RFP in short or long run, GMDC LTD may reject his bid/proposal without assigning any reason or explanation.

- ✓ GMDC LTD will form an evaluation Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny.
- ✓ GMDC LTD may, at its discretion, ask the bidders for clarification of their Technical Proposals. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.

Steps for Financial Bid Evaluation:

- a) The quote for service charge must include the applicable TDS (**FOR WHICH THE PARTY MUST PRODUCE THE PROOF OF TDS APPLICABLE TO THEM AND ALL TEMPORARY CERTIFICATES FOR LOWER TAX DEDUCTION MUST BE IGNORED. ONLY THE RATE APPLICABLE AS PER APPROPRIATE SECTION OF THE INCOME TAX ACT SHALL BE CONSIDERED**) to the agency and a fair amount of return on the efforts. Agency will be straight away disqualified if the rates are found to be below the rate of TDS applicable to them.
- b) For Evaluation purpose, a Weighted Average Bid value will be computed based on the financial quotes being received. This Weighted average will be calculated considering the financial quote of the respective bidder and their applicable TDS category. Financial quote received from Proprietary firms will be weighted with 1% TDS, whereas for Private Limited firms it will be weighted with 2% TDS.

c) Weighted Average Bid (WAB) will be the calculated as:-

WAB =

$$(Q1 \times TDS\% + Q2 \times TDS\% \dots \dots Qn \times TDS\%) \div (\sum TDS 1 + TDS 2 + \dots \dots TDSn)$$

Where,

Q = Quote,

TDS = Applicable TDS %.

n= Number of total bids received.

- d) The qualifying range of the financial Bids will be derived calculating as, **± 50% of the Weighted Average Bid** value so arrived at under point (c). Financial bids falling outside the qualifying range will be disqualified and not considered for evaluation. For Ex: For a weighted average bid value of 5%, Bids falling within the range of **± 50%** of weighted

average bid i.e. 50% of 5%, (2.5%) which will set the qualifying range between 2.5% to 7.5%.

- e) The remaining bidders after elimination under clause (a), (b) and (d) shall be further analyzed to arrive at L-1 bidder among them.
- f) Price Bids of only those Bidders passing the Eligibility criteria and obtaining minimum 70 % marks (in technical score + presentation and physical verification) set forth in the RFP shall be opened and evaluated.

Evaluation of Price Bid and Financial Score

The Price Bid of only technically qualified (Bidders passing Responsiveness Test) and Pre-Qualification Criteria and obtaining minimum 70 % marks (in technical score + presentation and physical verification) shall be opened. The Bidder shall be required to Quote Service Charge for the Scope as per the Price Bid format provided in annexure 8. The Service Charge quoted shall be considered for price Bid evaluation and determining the Financial Score.

Financial Score

The lowest financial proposal (LFP) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows:

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

Wherein, F = Amount of Service Charge quoted by Bidder
LFP = Lowest Service Charge quoted by bidder

LFP or F refers to the Service Charge quoted
Bidder scoring Lowest charges shall be given 100 marks.

3.1 Composite Score

- (i) The Composite Score of the 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 experience and Presentation & Physical verification has been assigned 70% of weightage while price quote is assigned 30% weightage.

- (ii) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After discussions at the discretion of GMDC, the LOA would be granted to the preferred bidder who would then be the Successful Bidder.

Part II: INSTRUCTIONS TO BIDDER

1. INTRODUCTION

1.1. Background

Gujarat Mineral Development Corporation Ltd (GMDC) is a pioneer institution in the field of mining sector. As a part of this endeavor, GMDC 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 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, GMDC 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 GMDC LTD through a process laid out in RFP Summary and here by invites technical and price proposals or bids (collectively the “Proposals” or “Bids”) from reputed entities.

1.2. Bidding Process

- a. The Authority has adopted a single stage online bidding process based on Pre-Qualification for selection of Service Agency. Bidders shall be required to state their Monthly Service charges towards provision of security services per security point basis as per the format provided in Annexure-8.
- 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, the bidder getting the highest marks shall be considered as the preferred bidder.
- c. The Authority shall enter into Service Provider Agreement (SPA) with the selected bidder [as per the format prescribed hereunder].
- 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”).

1.3. 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 submitted the bid or proposal, the bidder acknowledges that:

1. Made a complete and careful examination of the RFP
2. Received all relevant information requested from the Authority;
3. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 1.3 above; and
4. acknowledged that it does not have a Conflict of Interest
5. 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.

1.4. Cost of Bidding

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

1.5. Bid Processing Fees (RFP Fees)

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

Relaxation in terms of submission of Bid Processing Fee (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.

2. 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 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. NUMBER OF BIDS BY BIDDER

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

4. GOVERNING LAW AND JURISDICTION

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

5. 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 anytime 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:
- 1) 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
 - 2) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - 3) 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.
 - 4) Bidder submits conditional bid/proposal.
- 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.

6. EARNEST MONEY DEPOSIT (EMD)/ BIDSECURITY

- a) The bidder shall furnish Earnest Money Deposit @ Rs 24,80,000/- (Rs Twenty Four Lakhs Eighty Thousand only) (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his bid/proposal as per Bid Summary. The Bid Security/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 except Co-operative Banks to GMDC LTD, in any one of the following forms/format.
- i. Account payee Demand Draft/ Banker's Cheque,
 - ii. An irrevocable Bank Guarantee (Annexure 9) (the "Bank Guarantee"), payable at Ahmdeabad from the Banks approved by Government of Gujarat except Co-operative Banks 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 2.

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

- iii. Fixed Deposit Receipt from the Banks approved by Government of Gujarat except Co-operative Banks with maturity date of atleast 210 days from the bid due date, transferable and encashable at Ahmedabad with Lien Marked in favour of “Gujarat Mineral Development Corporation Ltd ” payable at, Ahmedabad. The lien on such FDR should make it clearly encashable by the Authority without requiring any authorization, sign off or intimation from /to the Bidder and the full value of the FDR shall be immediately payable on demand by the Authority at the Bank’s branch in Ahmedabad. In case of non-satisfaction of the Authority as to the immediate and irrevocable encashability of the FDR, the Authority retains full right, at its own discretion, to consider the bid/proposal non-responsive or demand the replacement of the FDR with a Demand Draft or Bank Guarantee of required value and as per format specified in this regard.
 - iv. 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.
- 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 finished 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 if and 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 Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its bid/proposal, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and 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. No relaxation of any kind on Bid Security shall be given to any Bidder.
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 13 of 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—
 - 1) To sign and return the duplicate copy of LOA
 - 2) To sign the Agreement within the time period specified by the Authority.
 - 3) To furnish the Performance Security within the period prescribed in the RFP; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

7. DOCUMENTS AND PRE-BID CONFERENCE

7.1. Content 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 Clause 7.4.

7.2. 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 summary section. They should send in their queries on or before the date mentioned in Bid Summary section 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 endeavor to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of the authority <http://www.gmdcltd.com>. The Authority is not bound to take cognizance of any queries raised after the date mentioned in the Bid Summary sector for sending queries.

- b) The Authority shall endeavor 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.

7.3. Pre-Bid Meeting

- a) A pre-bid meeting would be held at time and an address specified in Bid summary. Bidders shall bear their own cost of attending any pre-bid conference.
- b) During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor 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.
- c) Clarifications/ responses would be shared by uploading such responses online only at website of Authority if required in the form of an addendum.
- d) 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.

7.4. 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 <http://gmdc.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.

8. PREPARATION AND SUBMISSION OF BIDS

8.1. 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.

8.2. Bid Currency

All prices quoted in the bid/proposal shall be quoted in Indian National Rupee (s) (INR).

8.3. 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:
 - (1) By the proprietor, in case Bidder is a proprietary firm; or
 - (2) By a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a corporation or a Partnership firm

- c) In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

8.4. Bid Submission Process

- a) The original instruments of the Bid Security of the required value and in approved format as specified in clause 6 and Bid Processing Fee (RFP Fee) as specified in clause 1.5 shall be sealed in an envelope on which the following shall be super-scribed:

“Request for Proposal for selection of service provider for security provision – Gujarat: Physical Submission of Bid Security and Bid Processing Fee (RFP Fee)”

- b) The Technical and Price Bids shall be submitted online only at www.gmdc.nprocure.com. The documents and format to be uploaded as part of Technical Bid and Price bids shall be as follows.

Checklist for documents to be submitted online only

Sr N	Annexure No.	Particulars
1	1	<ul style="list-style-type: none"> Forwarding Letter signed by authorized signatory of Bidder Constitution and registration documents such as MOA, AOA, Certificate of Incorporation, Partnership Deed, Goods & Service Tax Registration etc.
2	2	<p>General Information of the Bidder and Contact details</p> <p>The documents submitted under this submission should fulfill requirements for Technical Scoring criteria. (Refer point no.10 of RFP summary for detailed marking criteria)</p>
3	-	Documentary evidences 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 Score.
5	3	<p>Financial Capability Statement in terms of followings.</p> <ul style="list-style-type: none"> Statutory Auditor/ Registered Chartered accountant’s statement specifying Turnover, Net worth and Profit. Audited Financial statements for last three years

6	4	Performance Statement for Similar Nature of Work alongwith the evidences in the form of performance certificate/ Project Completion Certificate from clients. The performance statement shall be supported with the documentary evidences in terms of LOA/ Work Order/ Purchase Order/ Agreement etc, issued by the clients of the proposer, in order to demonstrate experience in deployment of manpower as specified in the clause e) of Point no. 8 of RFP summary (eligibility criteria) and in Public, Corporate and mining sectors as per point no 5, 6 and 7 of the Technical score.
7	5	Anti-Blacklisting Certificate in the form attached.
8	6	Authorization of signatory in the form of Board Resolution/or Power of Attorney (POA notarized and Applicable in case of bid/proposal not being signed by the person directly authorized by the firm), as applicable.
9	7	Undertaking for information and document provided are true.
10	-	Original RFP documents issued along with updated addendums/ amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
11	8	Price bid as per the form at provided in the annexure

The documents of Technical Bid shall be sent physically as per the Annexure-1 to 8 of this RFP and should comprise of all documents required to be submitted as per the said Annexure.

- 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.

8.5. 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 Bid summary
- b) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 7.4. 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 <http://www.gmdcltd.com>

8.6. Late submissions

- a) Physical submissions received by the Authority after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/or technical issues pertaining to online bid/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 advantage of training made available by e-bidding platform nProcure. The contact details of nProcure are as follows:
- c) (n)Code Solutions (A Division of GNFC Ltd.) 14th Floor, Tower One, Road 5C, Gujarat International Finance Tech City (GIFT City) Ahmedabad 382355 India Support & Sales:079-66743289 / 311 Email: dscsales@ncode.in

8.7. Modification and Withdrawal of Proposals

- a) Bidder shall not be able 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 subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

9. BID EVALUATION CRITERIA

All bids/proposals must be considered responsive as described in clause 10.2 (a) in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria and obtaining minimum 60 marks in the technical scores specified hereunder will progress to the next stage of Presentation and physically verification at site where the agency has provided the security services. Consequent upon the qualifying criteria of getting 70% of total marks assigned to Technical Score + Presentation and Physical verification at site will qualify for Price Bid opening. The Eligibility and Technical Score are described below.

9.1. Eligibility Criteria

A Bidder must meet Eligibility Criteria are specified in point No 18 of Bid Summary Section in order to qualify for next stage of evaluation.

9.2. Score

The bids/proposals of the Bidder meeting Eligibility Criteria shall be considered for assessment and assigning of Technical Score. The Technical Score is provided in the RFP Summary. The bids/proposals of bidders not obtaining minimum 70 % marks (Technical Score plus Presentation and Physical verification) will be declared disqualified and not be processed further.

9.3. Evaluation of Price Bids

The Price Bid of only Technically and Financially qualified (Bidders passing Responsiveness Tests and meeting Eligibility Criteria and obtaining minimum 70 % marks (Technical Score plus Presentation and Physical verification) shall be opened.

10. EVALUATION PROCESS

10.1. Opening of Technical Bid

- (i) The Authority shall open the Technical Bids received to this RFP, at time, date and Place specified in the Bid Summary the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the bids/proposals opening process.
- (ii) The Bidder's names, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 10.2.

10.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as provided in the RFP alongwith 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*

- 1) 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.

A bid/proposal shall be considered responsive only if:

- (i) The Technical and Price Bids are submitted online properly.
- (ii) Technical Bid is accompanied by scanned copy of RFP fee and the EMD as specified in the RFP summary.

- (iii) Physical submission of RFP fee and EMD is made within specified timeline.
 - (iv) The bid/proposal and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - (vi) It does not contain any conditionality; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) The Authority reserves the right to reject any bid/proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such bid/proposal.
 - 3) 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

- 1) The Authority shall examine and evaluate the eligibility of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) 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.
- 3) 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

- 1) The Authority shall examine and assign technical score as provided in the RFP summary.
- 2) The bids/proposals of the Bidder determined to be responsive, meeting Eligibility criteria and securing minimum 70 % marks (Technical Score plus Presentation and Physical verification) shall be declared Eligible and Qualified bids/proposals (the “Eligible and Qualified bids/proposals”/ “Eligible and Qualified Bidder”) for price bid opening.
- 3) The Price Bids of only eligible and Qualified Bids shall be opened. Evaluation of Price Bids of only Eligible and Qualified Bids shall be carried out.
- 4) Selection of agency for awarding work will be strictly on P-1 basis. P-1 will be offered to select choice of any one zone. In case the P-1 has quoted the higher service charge than in that case P-1 is required to work @ lowest service charge quoted from any of the prospective bidder. Thereafter, P-2 will be

offered to select his choice of zone out of rest three available zones @ the rates of lower service charge quoted by any of the bidder. Similarly P-3 and last available zone will be awarded to P-4.

For Example:

Bidder	TS	Rate	FS	CS	Rank
A	90	2	75	86	P-1
B	80	2.5	60	74	P-4
C	70	1.5	100	79	P-2
D	75	1.75	86	78	P-3
E	80	2.75	55	72	P-5

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

Wherein,

F = Amount of Financial fee quoted by Bidder

LFP = Lowest Consulting fee quoted by bidder

LFP or F refers to the bidder Fees quoted

Bidder scoring Lowest charges shall be given 100 marks.

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

Note:

- i) "A" is qualified for Selection of Zone however as it stood at P-1 as per the tender conditions; the bidder "A" is required to work @ rate quoted by bidder "C" here P-2 i.e 1.5% against its quoted rate of 2%. If the bidder "A" is not ready than the option for selection of Zone will be given to bidder "C".
 - ii) "C" is qualified for Selection of Zone after selection of Zone by bidder "A".
 - iii) "D" is qualified for Selection of Zone after selection of zone by bidder "C" however; the bidder "D" is required to work @ rate quoted by bidder "C" i.e 1.5% against its quoted rate of 1.75%. If the bidder "D" is not ready than the option for selection of Zone will be given to bidder "B".
 - iv) "B" is qualified for Selection of Zone after selection of zone by bidder "D" however; the bidder "D" is required to work @ rate quoted by bidder "C" i.e 1.5% against its quoted rate of 2.5%. If the bidder "D" is not ready than the option for selection of Zone will be given to bidder "E".
- 5) In case the prospective bidders has submitted the bids/proposals which are equal and considered as P-1 than in that case the annual average turnover of the bidders are required to be taken into consideration for determination of P-1 bidder.

- 6) P1,P2, P3, and P4 will be considered as selected agencies. All four parties will have to accept rate offered by lowest bidder means the rate of lowest bidder will be applicable to all four parties.
- 7) In case, any party (P2) or (P3) or (P4) is not ready to accept the rate of lowest bidder, then the P5, P6, P7 and so on will be offered for selection of zone and provide the services as per the rates quoted by the lowest bidder.
- 8) Rate quoted shall remain valid for 180 days from the date of opening of the Technical-Bid, which shall have to be extended unconditionally for further maximum period of 30 days, as may be deemed fit by GMDC.
- 9) GMDC reserves the right to accept or reject any or all offers without assigning any reason. Also the GMDC does not bind itself to accept the lowest price offer.

10.3. Opening of Price Bid

- (i) The Price Bid shall be provided by the Bidder as per the E-bidding through <http://gmdc.nprocure.com> as per the indicative format specified in Annexure-8 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Eligibility and Qualification Criteria in accordance with Clause 10.2, 9.1 and 9.2 shall be declared “Eligible and Qualified Bidder”, shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) 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. The name of Bidder, Bid rates, etc.will be announced at such opening.
- (iv) In the event that two or more Proposers quote the same service charges in their Price Quote (the “Tie Proposers”), the Authority shall identify the Successful Proposer by draw of lots, which shall be conducted, with prior notice, in the presence of the Proposers who choose to attend.
- (v) The Successful Proposer may, if necessary, be invited for negotiations. The negotiations shall generally not only be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Service Provider under this RFP. Issues such as deployment of key personnel, understanding of the RFP, methodology and work plan shall be discussed during negotiations.
- (vi) In the event, pursuant to such Negotiations, the Authority in its sole discretion rejects the selected Proposer, then in such case the Authority may in its sole discretion either annul the selection process or consider the next ranked Proposer.

- (vii) In case of the bid/proposal of the Lowest Bidder is found seriously unbalanced by Authority in relation to the market rate or its internal estimate or Good Industry Practice or lower than minimum wages act or any labor regulation such as Minimum Wages act, Dearness Allowance, 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 Lowest and/or all Bidders to demonstrate the internal consistency of those prices.
- (viii) In case of the Price Bid of the Lowest Bidder, which is unrealistically lower or higher than internal estimate or market rate or Good Industry Practice or lower than minimum wages act or any labor regulation such as Minimum Wages act, Dearness Allowance, ESI, PF etc. and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

10.4. 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 in writing 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 reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

10.5. Verification and Disqualification

- (i) 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.
- (ii) The Authority reserves the right to reject any bid/proposal and/or appropriate the EMD if:
 - At anytime, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - Bidder is blacklisted/barred by any Government Agency.
 - 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.
 - In case of fraudulent bid/proposal and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 13.

- In case the Bidder has Conflict of Interest as per clause 14.
- A Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
- While evaluating the bid/proposal, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- A bidder who submits or participates in more than one bid/proposal under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification/ rejection occur after the bids/proposals have been opened and the Preferred Bidder gets disqualified / rejected, then the Authority reserves the right to:

- a) Invite the remaining Bidders to submit their bids/proposals or
- b) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

(iii) 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/Security 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 the 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.

10.6. 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.

10.7. 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.

10.8. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising 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.

11. APPOINTMENT OF SERVICE PROVIDER AND SIGNING OF AGREEMENT

11.1. Notification of Award

- (i) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidders through letter that his/their bid/proposal has/have been accepted (the “Successful Bidder(s)”. This letter (“Letter of Award”/“LOA”) shall be issued, induplicate and shall specify the sum which the Authority shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to Authority in consideration of Project scope as per the terms of Contract.

- (ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.
 - (iii) Bidders would be required to present break-up of the quoted Price Bid on demand, segregating the same into the following 1) Base minimum wages payable to each category of security personnel based on applicable laws and regulations in this regard 2) Any additional fair wages 3) Compliances such as PF, ESIC etc. (4) Any Bonus, gratuity etc. 5) Any allowances 6) relive charges 7) Agency Service Charges etc.
12. 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.

12.1. Signing of Agreement

- (i) 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 the 30 (thirty) days from the date of LOA (the “Execution Date”). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement.
- (ii) The Draft copy of Service Provider Agreement (the “SPA”) is specified in Section III of this RFP.
- (iii) 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.
- (iv) After the signing of Agreement, the Successful Bidder shall have called “Service Provider/ Security Service Provider”.

12.2. Performance Security

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement,

within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure- 10) for amount of Rs 62,00,000/- (the “Performance Security”). 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 Bank.

- (ii) 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”)¹. 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 3 years. In case Contract Period is extended then the Service Provider shall have to renew Performance Security for a period of extended Contract Period.
- (iii) If the 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.
- (iv) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - a) 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
 - b) In relation to Service Provider’s Event of Default in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has been encased by the Authority in accordance with the provision of the Service Provider Agreement.

In case the availability of Bank Guarantee from the banks for the length of the Contract is difficult to obtain, the initial Guarantee maybe submitted valid for a period of 2 (two) years, and which shall have to be renewed 45 (forty five) days before its expiry.

- (vi) 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.

12.3. Annulment of Award

Failure of the Successful Bidder to 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.

12.4. Tax Liability

- (i) 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 (“Price Quote”). The GST shall be payable over and above the Security Provision Rate by the Authority”.
- (ii) The Authority shall be entitled to deduct tax source & TDS GST as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

13. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, 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 or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In 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 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 by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Service Provider shall not be eligible to participate in any RFP or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Service Provider as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices,

as the case may be.

- c) For the purposes of this Clause 13, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of 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 there from, 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 person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of 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 (i) 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 (ii) having a Conflict of Interest; and
 - (v) “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.

14. CONFLICT OF INTEREST

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. 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 25% holding of equity/profit sharing in another company/firm, or in each other.

The term Bidder as used in this Clause, shall include each Member of such Consortium.

- A. 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 Company, Partnership Firm, 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.
- a) If Bidder is a Company: In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
 - b) More than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder or Associates is Company; and/or
 - c) More than 25% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Partnership firm. and/or
 - d) Other Bidder or Associates which is a Proprietorship Firm.
 - (2) If Bidder is a Partnership Firm: In such case, the Bidder or its Partners or Associate having a profit sharing of more than 25% of such Bidder or its Partners or Associate as the case may be also holds;
 - a) More than 25% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its Member or Associates is Company; and/or
 - b) More than 25% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Partnership firm. and/or
 - c) Other Bidder or its Associates which is a Proprietorship Firm.
- B. A constituent of such Bidders is also a constituent of another Bidders; or.
- C. Such Bidder 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
- D. Such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. 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

- F. 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 sub contractor 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 RFP.

15. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at anytime, to;
- (i) Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) Consult with any Bidder in order to receive clarification or further information;
 - (iii) Retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the bid/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.

Part III: 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 ONEPART;

AND

_____, having its registered office at _____, 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 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”);
- B. Pursuant to the evaluation of the bids/proposals received, the Authority has accepted the bid/proposal of the Service Provider dated _____ 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 _____ accepting the particular bid/proposal Proposal.
- C. The Service Provider has accepted the LOA by its letter dated _____, 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 an unconditional and irrevocable bank guarantee bearing Number dated _____ issued by a [Bank Name] of amount _____ in favor of “Gujarat Mineral Development Corporation Ltd” payable at Ahmedabad, and having validity until expiry of

three months 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, inconsideration 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 alongwith all Annexure 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 _____ (Bank) for amount _____ valid upto _____ (Date)
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 across 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 period 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 meaning 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 fulfillment 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 of the obligations of the Service Provider under this Agreement.

3. AGREEMENT PERIOD

- (a) The tenure of the Agreement shall be 2 (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”).
- (b) In case Service Provider does not commit default of its obligations in terms hereof during SPA term, Authority may its sole and absolute discretion, the choose to extend the term of the contract by a maximum of (1) one year based on Performance review. Such Performance shall be checked annually after the end of the initial Contract Period of Three years.

4. SCOPE OF WORK

The Scope of the Work of the Service Provider/Security Service Provider shall be as specified in the RFP Summary (“Scope of the Work”).

5. COMMENCEMENT OF OPERATION

- (a) The Service Provider shall be required, within time period of 30 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 RFP. The LOA shall indicate the exact deployment required in terms of number and location of security points to be manned.
- (b) 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.
- (c) On receipt of notice from the Service Provider with regard to preparedness to commence the Services/Operations 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 its services on the COD.

- (d) 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 Operator, the Operator shall pay Liquidated Damages as specified in the Bid Summary. (the“ Liquidated Damages”).
- (e) 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. If however 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.

6. AGREEMENT

- (i) 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.
- (ii) 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 so to ensure uninterrupted security service during the Contract Period.
- (iii) 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.

7. SUB CONTRACTING

- (a) Service Provider is not permitted to outsource/subcontract the scope of work.
- (b) In exceptional condition/situation the Subcontracting of the scope of the Work shall be permitted only after obtaining permission from the Authority. In the event of failure or breach of any sub-contractor or vendor of the Service Provider in performance of its tasks and functions, the Authority shall have the right to have the services of such sub-contractor or vendor terminated and the Service Provider shall forthwith and at no extra cost to the Authority, replace such sub-contractor or vendor or may even undertake to execute the task by itself. Subcontracting does not absolve the Service Provider from its obligations.

8. 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 Rs 62,00,000/- 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 and admissible and payable at Ahmedabad 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 after the expiry of the Contract Period (“Validity Period”)². 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 3 years. In case Contract Period is extended then the Service Provider shall have to renew Performance Security for a period of extended Contract Period.
- (c) The Authority shall be entitled 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 in this Agreement, if such default is not cured within 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.
- (d) The Service Provider shall keep the Performance Security valid and in full force and effect at all times 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.

²*In case, the availability of Bank Guarantee from the banks for the length of the Contract is difficult to obtain, the initial Guarantee may be submitted valid for a period of 2 (two) years, and which shall have to be renewed 45 (forty-five) days before its expiry.*

9. 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 Workmen's Compensation Act 1923.
 - (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 specified above at all time during the Contract Period. Service Provider shall be solely responsible in case of failure of its renewal.
- (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).

10. PAYMENTS TO THE SERVICE PROVIDER FOR SECURITY SERVICE

Authority shall make payment to the service provider in pursuant to following clauses;

10.1. 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 sub clause 10.2 (a).
- (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.

10.2. Payment Procedure

- (a) 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 etc and any amendment subsequently issued by the Government thereof.
- (b) The Service Provider shall submit the invoice for every month at GMDC LTD alongwith the following documents:
 - (i) Original copy of attendance sheet of all districts certified by authorized officer of GMDC LTD.
 - (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 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/an 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 / labor compliance obligations of the Service Provider by scrutinizing its periodic returns showing payment of PF, ESIC, labor 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 hereof], 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 10 (Ten) 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 Successful bidder 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 Labor and Employment Department, Govt. of Gujarat 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 days from the end of the month by the Service Provider irrespective of the fees received 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.

11. RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER

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

11.1. 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 ICards, wear uniforms and ensure good behavior 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 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 labor acts/rules/regulations/practices.
- (i) To ensure that Authority is fully and completely absolved of any responsibility, liability of any kind what so ever 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 with regard to 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. 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 so as to provide the uninterrupted Security services.
- (n) 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 labor 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 labor engaged by the Service Provider.

- (o) The Service Provider shall be solely responsible and liable for compliance with all Applicable Laws, including labor and local laws, pertaining to the employment of labor, 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.
- (p) 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.
- (q) The Service Provider shall make efforts to maintain harmony and good industrial relations among the labor and personnel employed in connection with the performance of the Service Provider's obligations under this Contract and shall at all times be the principal employer in respect of such labor and personnel.

11.2. 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 Authority provided / having access 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.

11.3. Human Resource Deployment

- (a) The Service Provider shall be responsible for deployment of trained and qualified Security Personnel having requisite qualifications (as per RFP summary) during the Contract Period for discharging its obligations.
- (b) The Service Provider shall appoint an experienced Operation Manager /Commandant/Head Supervisor with total experience of not less than 15 years and with some experience in armed forces or central security agencies such as IB/BSF/CISF/ CRPF etc 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, or 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 is required within the period of 7 days from notice above.

- (d) The Service Provider shall abide by all Applicable Laws including labor 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 labor 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.

12. RIGHTS OF THE SERVICE PROVIDER

Service Provider shall have 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.

13. ROLE, RESPONSIBILITIES AND OBLIGATIONS OF THE AUTHORITY

13.1. 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.

13.2. 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.
14. 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.	Performance Parameter	Appraisal Time Period	Mode of appraisal
1	Performance and behavior of Deployed Personnel	Daily Experience/ Random Checking	Checking during operation hours, Feedback from local GMDC LTD
2	Overall Security Management, Threat Perception and Risk Mitigation	Periodic Appraisal	SOP formation, improvement and compliance
3	Statutory Requirement	Monthly	Submission of relevant documents as specified in RFP

- (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 time to time 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 Annexure 11. Such damages shall be deducted from the payment due to the Agency or can be recovered from the Performance Security.

15. QUANTITY VARIATIONS

- (a) The Authority may at its sole discretion increase or decrease total number of security persons required to be deployed at various Locations by the variation level specified in the RFP summary.
- (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.

16. REPRESENTATION AND WARRANTIES

16.1. 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 omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

16.2. Representation and Warranties of Authority

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

- (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.

17. SERVICE PROVIDER’S EVENT OF DEFAULT

Any of the following events, if not cured within the specified cure period or period of thirty days or such longer 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 as a result of a Force Majeure Event or Authority’s default:

- (a) Continuous Default in provision of quality services.

- (b) Any of the Service Provider Personnel are found in any acts of blatant fraud, pilferage, outright misbehaviors with GMDC LTD officials or visitors or any other civilian, undignified behavior 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 the violent attack 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 from date of Authority issuing notice of default.
- (e) Service Provider repeatedly fails to comply with the Applicable laws, rules and regulations.
- (f) Are solution for voluntary winding up has been passed by the share holders of the Service Provider
- (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 replenish or furnish fresh 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 to Authority within period specified in this Contract or indicated by Authority without any 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 time lines] 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 Summary;
- (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 be 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 7 days or extended period 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 longer period in its sole discretion, terminate the Contract in accordance with the provision hereof.

18. 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 with any valid reasons and repeatedly occurrence of such event.
- (c) The Authority has unlawfully repudiated this Contract or otherwise expressed its intention not to be bound by this Contract.

19. TERMINATION DUE TO EVENT OF DEFAULT

19.1. 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 an 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 at 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 an 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.

19.2. 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
 - (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

20. FORCE MAJEURE

- (a) For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.
- (b) If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract rendering performance of obligations impossible because of any Force Majeure event which include acts of God, war, revolutions, hostility, civil commotions, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when

such circumstances are operative (the "Force Majeure").

- (c) For purpose of this contract, Change of Law means the coming into effect after the date of signing of the Contract of Applicable Law, or any applicable judgment of relevant court of law which changes the interpretation of the Applicable Law and is binding precedent which directly and adversely affects the Contractor's performance under the Contract in a material way.
- (d) If, at anytime during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract rendering performance of obligations impossible because of any Change of Law event, then the contract shall be terminated.
- (e) The party which is unable to perform its obligations under the present contract shall, within fourteen (14) Days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Service Provider for not performing his obligations under this clause/contract.

If such inability on account of force majeure to perform continues for a period of more than three (3) Months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

- (f) Upon Termination of this Contract on account of a Force Majeure Event, the Service Provider shall be entitled to receive;
 - (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
 - (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

21. DISPUTE RESOLUTION

21.1. Amicable Solution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Service Provider Agreement including in completion of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Authority and Service Provider in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to the Gujarat Mineral

Development Corporation Ltd, for the time being for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as adjudicator) who may be an impartial person of experience in legal /dispute matters.

- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expense pertaining to Dispute Review Expert shall be divided equally between the Authority and the Service Provider. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

21.2. Arbitration

(a) Arbitrator

All questions, disputes, differences whatsoever which may at any time arises 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.

(b) Place of Arbitration

The place of arbitration shall be Ahmedabad.

(c) Procedure

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

(d) Enforcement of Award

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

(e) Fees and Expenses

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

21.3. Performance during Dispute Resolution

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

22. 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 6 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.

23. 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 RFP and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

24. INDEMNITY

- (a) 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 labor 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.

25. **ASSIGNMENT**

- (a) 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.

26. **SURVIVAL**

- (a) 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.

Part IV: ANNEXURE
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

We are pleased to make our submission for the captioned RFP. The following documents are submitted towards the same.

- A. Online Technical and Price Bids Comprising of Eligibility and Qualification documents as well as our Price Quote per the provisions of RFP.
- B. Physical submission of: Bid Processing Fee (RFP Fee) and EMD as per the requirement of the RFP.

We are aware of the Gujarat Mineral Development Corporation Ltd has right to accept or reject any/all proposals without giving any reason and upon rejection of proposal; I shall not be entitled to any right with related to the GMDC LTD.

Our offer/Bid/proposal is subject to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, We have not 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
Proposer Company/firm)

Annexure2: General Information of 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:

Fax:

E-mail:

Name and Contract details of the Authorized Person:

Main Line of Business with experience:

(2) Copy of the Registration of the Proposer (Certificate of Incorporation, Partnership Deed, Goods & Service Tax Registration copy, Shops and Establishment Dept. Certificate, etc.) (to be attached separately)

(3) Brochure/Capability Statement

Signature of the Bidder

Annexure3 Financial Capability Statement

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

I hereby declare that I have scrutinized and audited the financial statement of M/s___. Following is the audited turnover and Profit after Tax of the firm in last three financial years.

Years*	Turnover (Rs. Crore)	Profit After Tax(Rs.Crore)

**Years Latest available annual audited statements.*

The Net worth* of the bidder (name of the Bidder) as on [___] as per Audited statement is as follows;

As on Date*	Net worth(INR Crore)**		
	Bidder	Associate	Total

**To be provided from latest available Audited statement*

***for the purpose of Net worth Calculation it is defined: Networth* : = Equity Capital + Reserve and Surplus – Revaluation Reserve- Accumulated losses-In tangible assets)*

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

Annexure4: Performance Statement

{ On Bidder’s letterhead }

I hereby declare that our company/firm has experience of execution of following projects through contractual rights.

1) Public Sector Experience

Sr. No.	Name of the Similar Nature of the Project	Start Month /Year	End Month /Year	Total Number of Security personnel deployed	Supporting evidences*(LOA/LOI/Work Order/Agreement/Completion Certificate)

2) Corporate Deployment Experience

Sr. No.	Name of the Similar Nature of the Project	Start M/Year	End M/Year	Total Number of Security personnel deployed	Supporting evidences*(LOA/LOI/Work Order/Agreement/Completion Certificate)

**The supporting evidences must showcase amount of annual fee received. Completion Certificate for the completed projects shall have to be attached herewith.*

3) Details of Deployment Plan and Planning Capability

Presentation on resource mobilization across Gujarat, Deployment Plan and HRM practices followed by the bidder.

(Signature and name of Authorized Representative)

Annexure5: No Blacklisting certificate

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

I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG)/any other entity of GoG or blacklisted by any state government or central government/Department /Local Body /Govt. Agency in India or from 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 with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this.....Day of,2022.

Name of the Bidder:
Signature of the Authorized person

Name of the Authorized Person

2.1 Annexure 6: Format of Power of Attorney for authorizing Bidder's Signatory

{ On Requisite Stamp Paper }

(To be submitted only if the signatory to the bid/proposal is not directly authorized by the Board of the company/ co-operative or by Partners of the bidding firm. In case of proprietorships, it is insisted that the proprietor must sign the bids and hence this POA is not required)

KNOW ALL MEN by these presents that we, ...[name of the Company/partnership firm/proprietor ship firm], a company incorporated under the Companies Act 1956,/ Firm having partnership deed as per partnership act and having its Registered Office/ office at ...[Address of the Company/partnership firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the Request for Proposal for selection of service provider for security provision ("Project"), the Company/firm is submitting Bid Comprising Technical Bid physically while price Bid through online submission for the project in Ahmedabad to Gujarat Mineral Development Corporation Ltd and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deem sit expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company/firm.

NOWKNOWWEALLBYTHESEPRESENTS, THAT ___[name of the company/firm] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/firm in its name and on its behalf, that is to say:

To act as the Company's/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 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 and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company/firm] was here unto affixed pursuant to a 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 & designation of the person] of Company/firm of [name of company]

Name & designation

2.2 Annexure7 Undertaking on Stamp Paper of Rs.300/-

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_____2022

Signature
(Company Seal/Stamp)

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

Signed by

Authorized Signatory with designation

2.3 Annexure8: 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 <http://gmde.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 under this RFP, and its terms and conditions, we hereby agreed to provide our services at the following rates:

Sr. No.	Head of Payment	Instructions for filling	Charges for Ex Man With Arm Security Personnel per Month per security Point	Charges for Ex Man Without Arm Security personnel per month per Security point	Charges for Security Supervisor	Charges for Guards
A	Categorization (As per Central Labor and Employment Department's Notification dated 31 st March, 2022	Minimum Wages Declared by Central Government	770	656	656	656

B.	Basic Wages+ VDA (for Zone V) per month (Wages per day x 26 days) (As per State Labor Commissioner's Notification dated 31 st March, 2022 for VDA up to September, 2022) (Minimum Wages varies time to time as per Government guideline and Bidder must ensure rates not less than current Minimum Wages)	Minimum Wages Declared by State Government	367.30	351.30	351.30	351.30
C	Additional Fixed Payment		INR 150/- Per Day	INR 100/- Per Day	10% of the Minimum Wages declared by the Government from time to time	--
D	EPF(Rs per month)	13% on Sr. No. A or B whichever is applicable	Not to be filled. Reimbursed to the Agency on the applicable minimum wages.			
E	ESIC (Rs per Month)	3.25% on Sr. No. A or B whichever is applicable	Not to be filled. Reimbursed to the Agency on the applicable minimum wages.			
F	Bonus (Rs. Per Month) (As per "The Payment of Bonus (Amendment) Act, 2015", an establishment is entitled to make Bonus payment of 8.33% if it has employed more than 20 personnel and Personnel drawing Monthly Salary of less than Rs 21,000)	8.33% on Sr. No. A or B whichever is applicable	Not to be filled. Reimbursed to the Agency on the applicable minimum wages.			
G	Sub Total (B+C+D+E+F)		Not to be filled.			

H	Relieving Charges (Rs. P.M) (As per The Minimum Wages Act, 1948 & The Minimum Wages (Gujarat) Rules 1961)	16.67% on G	Not to be filled. Reimbursed to the Agency on the applicable minimum wages.			
I	Any other Allowances	To be quoted by Bidder wishes to Provide any other allowances in terms Of Rs P.M				
J	Total Monthly Rates payable per Security Point (G + H + I) (Rs. Per month)		Not to be filled.			
K	Bidder's Service Charges per Security Point (Percentage of Sr. No. J above)	To be quoted by Bidder in percentage terms as percentage of J above (Not to be nil) (Say if 10% is to be quoted, then Please mention 10)				

Note:

- The percentage of Service Charge quoted in Sr No. K in the above table shall only be considered for evaluation purpose. GST should not be included in this above Base Rate.
- The percentage of Service Charge quoted in Sr No. K in the above table shall be made applicable for both the minimum wages prescribed by Labour Commissioner – Central as well as Labour Commissioner – State.
- Bidder shall be required to quote for locations/offices based on the tentative deployment plan provided in the Annexure 12 of the 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. However it is to be understood that no overtime will be paid. Conveyance expenses shall be borne by Authority for any travel. No other additional expenses or allowances will be paid.
- The Provident Fund, ESIC, Bonus and Relieving Charges, on the applicable minimum wages as declared by the Central Government or State Government, as mentioned in the afore-said Price Bid shall be reimbursed to the Agency subject to submission of proof thereof.
- The above quoted rates represent the net amounts payable exclusive of Goods and Service Tax, but inclusive all other applicable taxes/statutory levies applicable taxes/statutory levies and compliance as PF, EPF, voluntary allowances if any, Reliever Charges, Service

Charges etc. and no other amounts, save and except as above shall be payable by Authority. GST shall be payable over and above the quoted rates at the rate applicable at the time of invoicing.

- The actual Monthly Payment shall be made by the Authority as per payment terms set forth in the RFP.
- 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 labor laws. *Bids with Rate not complying with statutory requirements of minimum wages, compliances etc shall be termed non responsive and rejected. Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.*

2.4 Annexure 9: Format for Bank Guarantee for towards Earnest Money Deposit
(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 _____, 2022 at _____ by _____ A 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, Ahmedabad” having its Office at Ahmedabad (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 undertook the process of competitive bidding in order to select the most desirable firm/company for _____ (RFP Name), 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 his demand, provided that in his demand GMDC LTD will note

that the amount claimed by him is due to him 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 30 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 Ahmedabad and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible AND encashable at any of our Ahmedabad 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

Board Resolution passed on

/Power of Attorney dated[.....]

Authorized

Signatory Name:

Designation:

In the presence

of:

1.

2.

2.5 *Annexure 10: Format for Bank Guarantee for Performance Security*

To,

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

Gujarat, India

ContractNo.Date.

- i) This Deed of Guarantee made this day of _____2022___ Between Bank of _____(hereinafter called the “Bank”) on the one part, and Gujarat Mineral Development Corporation Ltd, Khanij Bhavan, 132 Feet Ring Road, Vastrapur, Ahmedabad – 380052- Gujarat, India. Hereinafter called “the Authority”) of the other part.
- ii) Whereas authority has awarded the Contract for Provision of Security Services (hereinafter called the Contract) to: _____(Name of Service Provider) (hereinafter called the Service Provider).
- iii) AND WHEREAS the Service Provider is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs. _____ (Amount in Figures and words).
- iv) NOW, WE THE UNDERSIGNED _____(Name of the Bank) Do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs. (Rupeesonly) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Service Provider. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority (GMDC) any money so demanded notwithstanding any dispute raised by the Service Provider in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
- v) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- vi) This Guarantee is valid for a period of (Duration in days (months) in figures and

2.6 *Annexure 11: Performance Parameters and Damages*

- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 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.

Annexure 12: Tentative Deployment of Security Personnel:

Security Points

Security services will be required to be provided at the following places.

Zone	Sr. No.	Name of Project	Controlling Authority for determining statutory liability	Ex Men with Arm	Ex Men without Arm	Guards	Security Supervisor	Total
Zone-1	1	Panandhro	Central L.C.	3	1	115	3	122
	2	Mata no Madh	Central L.C.	0	0	177	4	181
Zone-2	3	Umarsar	Central L.C.	1	3	96	3	103
	4	Gadhsisa	Central L.C.	5	4	130	7	146
Zone-3	5	Rajparadi	Central L.C.	3	0	96	6	105
	6	Tadkeshwar	Central L.C.	0	3	126	4	133
Zone - 4	7	Bhatia	Central L.C.	3	0	31	3	37
	8	Bhavnagar (B)	Central L.C.	1	1	124	4	130
Zone - 5	9	Ambaji	State L.C.	0	0	30	3	33
	10	ATPS	State L.C.	1	0	107	2	110
	11	Shivrajpur	State L.C.	0	0	26	5	31
	12	Kadipani	State L.C.	2	2	48	3	55
Total				19	14	1106	47	1186

Note:

- 1. GMDC will award the work for on zone to one agency. The agency to whom the work is awarded shall not be entitled to claim the work of rest of the available zones.*
- 2. The agency shall deploy the required number of security personnel's as mentioned hereinabove. However GMDC shall have exclusive right to increase and/or decrease the number of Security Personnel as per its requirement.*
- 3. The above deployment is indicative for allowing the bidder to understand the scope, costs and responsibilities. Actual deployment will be as per requirement and will be intimated separately from time to time.*

4. *In addition to above, the Security Agency shall appoint a Commandant / Head –Security of sufficient experience and seniority to be available at regular intervals to visit all sites and meet the GMDC LTD at the respective Centre for discussions/presentations.*
5. *GMDC reserves the right to award the work for providing Security Services at Mandvi Maska to the any of the agency for which the work order/contract shall be issued by the GMDC GVT on the same service charge quoted by the any of the Successful Bidder. The rates declared by the State Labour Commissioner shall be made applicable to the security services provided at Mandvi Maska.*