



Gujarat Mineral Development Corporation Limited

Invitation for E-Tender: **GMDC-SECURITY-47-2022-23**

**E-tender is invited For Providing Security Services at Corporate Office of the
Gujarat Mineral Development Corporation Limited
In Gujarat State**

**Prospective bidders may please download the Tender Document of e-Tender:
GMDC-SECURITY-47-2022-23 from website [https://gmdc.nprocure.com&
www.gmdcltd.com](https://gmdc.nprocure.com&www.gmdcltd.com)**

**General Manager (Power & Purchase)
Gujarat Mineral Development Corporation Ltd.
(A Govt. Of Gujarat Enterprise)**

CIN: L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT

KhanijBhavan, 132' Ring Road, University Ground, Vastrapur, Ahmedabad 380 052

☎EPABX: 079-27913501, 27913200 ext. no. 1760

E-mail: power@gmdcltd.com, jndave@gmdcltd.co.in, Website: www.gmdcltd.com



1 Table of Contents

<u>Cl. No.</u>	<u>Particulars</u>	<u>Page No.</u>
•	Tender Notice	6 - 7
1.	Purpose of the Document	7
2.	About GMDC	8
3	Location of Works	8
4	General Instructions to Bidder	8
4.1	Cost of Bidding	8
4.2	Due Diligence	8
4.3	Clarification of Bidding Documents	8
4.4	Amendment of Tender Document	9
4.5	Contact Details	9
4.6	Language of Bid	9
4.7	Late Bids	9
4.8	Right to Accept Proposal	9
4.9	Period of Validity of Bids	10
4.10	Consortium / Joint Venture	10
4.11	Site Visit	10
5.	Eligibility and Qualification Criteria of Bidder	10
5.1	Valid License	10
5.2	Experience	11
5.3	Financial	11
5.4	Blacklisting of the Bidder	11
6.	Procedure for Submission of the Bid	12
7.	Evaluation of Bids	12
8.	Selection Procedure Of Successful Bidder	14
9.	Tender Processing Fee	15



10.	Earnest Money Deposit	15
11.	Security Deposit	16
12.	Acceptance of Offer and Issuance of Letter Of Intent and Agreement	17
13.	Scope of Work	18
13.1	Scope of Services	18
13.2	Indicative Responsibility of Security Personnel	20
	13.2.1 Supervisor	20
	13.2.2 Guards	21
	13.2.3 Ex Serviceman with Arms	21
14.	Eligibility of Security Personnel.	21
15.	Payment Terms	26
15.1.	Successful Bidder to be Liable for All Payment to Successful bidders' Workers/Employees	27
16.	Duration and Quantity of Work	27
17.	Liquidated Damages (L.D.)	28
18.	Insurance	30
19.	Goods & Service Tax (GST)	31
20.	Discussion	31
21.	Statutory Obligations	31
22.	Notice	32
23	Canvassing not permitted	32
24.	Bankruptcy	32
25.	Termination of Contract	33
26.	Governing Law	33
27.	Arbitration	33
28.	Jurisdiction	33



29.	Non fulfillment of Terms & Condition of Contract	34
30.	Operating Guidelines	34
31.	Employment	35
32.	Disciplinary Action	36
33.	Confidentiality	36
34.	Variation	36
35.	Maintenance of Documents. Registers and Records by the Successful Bidder	36
36.	Foreclosure	37
37.	Force Majeure	37
38.	Right to Review the Performance	38
39.	Accident etc. & Responsibility of Bidder	38
40.	General Conditions	38
41.	Sub Contract	40
42.	Withdrawal of Personnel deployed by Successful Bidder	40
43.	Completion of Work	40
44.	Change in Law	40
45.	Interpretation	40

➤ Annexure “A”	41
➤ Annexure “I”	42
➤ Annexure “II”	45
➤ Annexure “III”	46
➤ Form PA	47
➤ Form PB	48
➤ Form PC	49
➤ Form PD	50
➤ Form PE	51
➤ Form PF	52
➤ Form PG	53
➤ Form PP	54
➤ Format of Bank Guarantee for Security Deposit	55



TENDER NOTICE
GMDC-SECURITY-47-2022-23

Place of work	Corporate Office of GMDC, Ahmedabad.
Brief Description of work	For providing Security Services at Corporate Office of the Gujarat Mineral Development Corporation Limited at Ahmedabad Gujarat State.
Period of contract	The duration of contract for providing Security Services will be of 2 (Two) years from the date acceptance of Letter of Intent. The said period of contract can be extended on the same terms and conditions of the contract subject to satisfactory performance of the Successful Bidders.
Estimated Contract Value	Approximately Rs. 1,06,000,00/- (Rupees One Cr Six Lakhs approximately) for total work excluding GST
Availability of Tender	Tender shall be floated on the GMDC website (www.gmdcltd.com) and nprocure portal (https://gmdc.nprocure.com). Bids shall be required to be submitted online on the nprocure portal (https://gmdc.nprocure.com).
EMD (Earnest Money Deposit)	Rs.3,18,000 /-(Rupees Three Lakh Eighteen Thousand Only) in any one of following form ➤ DD in favour of GMDC Ltd. Payable at Ahmedabad. ➤ Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with tender documents. RTGS details for payment (Annexure-B) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379 IFSC: ICIC0000024 Relaxation in terms of submission of Tender shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.
Tender Processing Fee	Rs.15000/- plus GST @18% aggregating to Rs. 17700/-(Rupees Seventeen Thousand Seven Hundred Only) payable by Demand Draft /FD/ BG drawn in favor of "GMDC Ltd." payable at Ahmedabad. Relaxation in terms of submission of Tender shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.
Bid Validity Period	180 days from the date of opening of the preliminary bid, which shall be deemed extended unconditionally for further period of 60 days, if GMDC requires it.
Commencement of Tender	From Dt. 27/09/2022
Last date of submission of bid through online	18/10/2022 Up to 18.00 Hrs. on https://gmdc.nprocure.com only.
Last date of submission of physical documents i.e.	18/10/2022 up to 18.00 Hrs. at Corporate office, Ahmedabad.



EMD, Tender Processing Fee etc.	
Date and time for online opening of preliminary bid.	19/10/2022 at 11.00 Hrs.
General and Important Terms and Conditions	<ol style="list-style-type: none"> 1. GMDC reserves absolute right/discretion to accept and/or reject any or all the Tenders received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be. 2. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. Conditional Tender shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever. 3. GMDC may issue amendments/corrigendum in the Tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the Tender on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum. 4. GMDC reserves the rights to modify or alter any Condition of the tender. 5. The Bidders are advised to submit their price bid online on https://www.gmdc.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever. 6. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, Tender processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

1. Purpose of the Document

The Tender Documents floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is to select a successful bidder which would be responsible to provide security services at Corporate Office of GMDC Ltd at Ahmedabad for a period of two year at the quoted commercials and executed contract terms & conditions.



2. About GMDC

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer institution in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in Gujarat. GMDC's mining activities are spread all over Gujarat. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese. GMDC has also set up a 250 MW lignite based Thermal Power Station at NaniChher in Kutch, Wind power plant of 200 MW at Maliya, Jodiya, Godr, Bhanvad, Bada, Varvada, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

3. Location of Work

The Successful bidder shall have to provide security services at Corporate Office of GMDC Ltd atKhanijBhavan, 132' Ring Road, University Ground, Vastrapur, Ahmedabad 380 052

4. General Instructions to bidder

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals.

4.1 Cost of Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid and GMDC LTD., will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.2 Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. GMDC LTD. shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

4.3 Clarification of Bidding Documents

GMDC LTD. shall make best efforts to respond to any request for clarification of the Tender Document. The response/clarification shall to the extent possible be made in writing.



4.4 Amendment of Tender Document

At any time before the deadline for submission of bids, GMDC LTD may modify the Tender Document for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the Tender document would be displayed on GMDC Web Site and all such amendments shall be binding on the Bidder without any further act or deed on GMDC LTD part. In the event of any amendment, GMDC LTD reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidder reasonable time in which to take the amendment into account while preparing their bids. GMDC LTD may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.

4.5 Contact Details

All inquiries concerning this procurement are to be addressed to the following:

General Manager (Power & Purchase)

Gujarat Mineral Development Corporation Ltd.

KhanijBhavan, 132' Ring Road, University Ground,

Vastrapur, Ahmedabad 380 052

☎EPABX: 079-27913501, 27913200Extn.No:1760

E-mail:power@gmdcltd.com,jndave@gmdcltd.co.in

4.6 Language of Bid

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between GMDC LTD., and the Bidder would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidder may be in another Language provided they are accompanied by an accurate translation in English Language.

4.7 Late Bids

Any bid received by GMDC LTD., after the deadline for submission of bids prescribed by GMDC LTD., summarily rejected. GMDC LTD. shall not be responsible for any postal delay or non-receipt /non-delivery of the documents. No further correspondence on this subject will be entertained.

4.8 Right to Accept Proposal

GMDC LTD., reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract,



without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Consortium of the grounds for such decision.

4.9 Period of Validity of Bids

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC LTD, pursuant to the Tender schedule mentioned in this document. In exceptional circumstances, GMDC LTD. may solicit the Bidder's consent to an extension of the period of validity of 60 days. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

4.10 Consortium / Joint Venture

Consortium / Joint Venture are not allowed.

4.10 Site Visit

Bidders advised to visit the site to study the actual working conditions, before submission of the bid and shall have to submit the site visit declaration in the prescribed format. The information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the Bidders.

4.11 GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC.

4.12 The Successful bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC.

5 Eligibility and Qualification Criteria of Bidder

5.1 Valid License

The bidder shall be holding a valid license under the provision of Private Security Agencies (Regulations) Act (PSARA)-2005 while submitting the bid and will renew till the tenure of the contract, providing for operation in the respective State or Union territory where services are being offered. The bidder shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract. The documents relevant in this regard shall be provided by the bidder.



5.2 Experience

- The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of 31st Aug 2022 (i.e. Period from: 01/09/2015 to 31/08/2022)
 - A. Three similar completed works each having amount of Rs 4240000/- (Rupees Forty Two Lakh Forty Thousand only) during last 7 (seven) years. (Amount excluding GST)
- OR**
- B. Two similar completed works each having amount of Rs 5300000/- (Rupees Fifty Three Lakh Only) or more during last 7 (seven) years. (Amount excluding GST)
- OR**
- C. One similar completed work having amount of Rs 8480000/- (Rupees Eighty Four Lakh Eighty Thousand only) or more during last 7 (seven) years. (Amount excluding GST)

Similar works means the Bidders should have experience of providing security services to Government/Semi Government / Municipality / Corporation/Private Company under the single Work Order/Agreement.

5.3 Financial

- 5.3.1 Bidder must have an average positive Net Worth for the last three financial years i.e. 2019-20, 2020- 21 and 2021-22.
- 5.3.2 Bidder must have a Minimum Average Annual Turnover of Rs 300,00,000/- (Rupees Three Cr. Only) for financial year of 2019- 20, 2020-21 and 2021-22
- 5.3.3 A certificate from Chartered Accountant regarding financial capacity shall be submitted as per format provided in FORM PC of the Tender Document.

5.4 Blacklisting of the Bidder

The Bidder or its directors have neither been blacklisted by any Government Organization, nor should any litigation be pending against any of them on the date of submission. The Bidder will submit a declaration to this effect as per the format provided in FORM PD of the Tender Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.



6 Procedure for Submission of the Bid

- 6.1** Offers prepared in accordance with the procedures enumerated below.
- 6.2** Bid should be submitted **online** at www.nprocure.com on or before the last date and time as prescribed in this Tender.
- 6.3** The Bidder should submit their bids in THREE parts, these are
- Pre qualification bid (Details of EMD and Tender processing Fee),
 - Eligibility and Technical Bid
 - Price Bid.
- 6.4** Manual price bids or the bids submitted by e-mail etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- 6.5** Bidders are advised to follow the 'Instructions for Bids Submission' given in annexure "A" for e-submission of the bids online through n-procure.

Documents should be submitted as per check list given in form PA through 'off-line' in the sealed cover super-scribed as **"Technical Bid for Tender Number GMDC-SECURITY-47-2022-23"** and Name of work: **"For Providing Security Services at Corporate Office of the Gujarat Mineral Development Corporation Limited In Gujarat State"**.

Bids must be submitted as per the schedule (date & time) indicated in Tender notice.

7 Evaluation of Bids:

- a. The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses.
- b. The Bid evaluation shall be first on Technical Score of 100 marks, based on various scoring criteria outlined as per following Table.

Sr. No.	Criteria of Assessment	Parameters	Maximum Marks	Criteria for assigning score
1	Experience of providing security services as on 31 st August 2022.	=/>5 Years	15	15
		=/> 02 Years		10
		=/>1.5 Year		05
2	Average Annual turn-over of the company for last three financial years (in INR) (2019-20, 2020-21, 2021-22)	>4.5 Cr.	15	15
		>4 Cr.		10
		>3.5 Cr.		06
		>3Cr.		04
3	Contract Value(Excluding GST) of	>1.5 Cr. to 2.0	10	10



	completed contract of similar nature (Security Services)during last seven years ending on last day of 31 st August 2022. (i.e. Period from: 01/09/2015 to 31/08/2022)	Cr		
		>1 Cr. to 1.5 Cr.		6
		>42 lakhs to 1 Cr.		4
4	Bidder's experience for providing security services during last seven years ending on last day of 31 st August 2022, for State PSU/Govt. Agencies. i.e. Period from: 01/09/2015 to 31/08/2022) (Having contract not less than 30 security personnel at the offices falling under category of A or B grade city.)	=/>7 orders	10	10
		=/>5 orders		6
		=/>3 orders		4
5	Certification: Valid PSARA Certificate of security Services	Constantly =>3 years	10	10
		<3 years		05
6	Proposed Team members			
6.1	Team leader	Team Leader should be on the permanent job role of the bidders and should be Retired Ex Army Commission Officer	05	Retired Army Commission Officer=5 Otherwise = 0
6.2	Ground Security Supervisor	Ground Security Supervisor should be Retired Ex Army(JCO) Having Experience of 05 years	05	should be Retired Ex man (JCO)
7	Presentation to the committee	Company Profile and Local Presence	30	15
		Work plan & proposed approach methodology		15



	Total Technical Proposal Score		100	
--	---------------------------------------	--	------------	--

- The Qualification and evaluation criteria for Proposed Team-members as specified in **Sr. no: 06** of table herein above is specified below.

Position	Minimum Qualification	Minimum Experience
Team Leader	Graduation in any stream from recognize university	Should have at least 10 years of Experience for providing security services in PSU or Govt. Organization
Ground Security Supervisor	Graduate with NCC "C / B" Certificate	Should have at least 05 years of experience for providing security services

8 Selection procedure of Successful bidder:

- 8.1** Technical bids will be opened after verification of receipt of payment towards Tender processing Fee and EMD.
- 8.2** After, meeting Eligibility Criteria (PQR), Responsiveness, Preliminary scrutiny of the Bid, the Technical Bid Evaluation shall be carried out.
- 8.3** Technical Proposal will be evaluated for eligibility on the basis of Bidder's experience, presentation and financial capability. Scoring of Technical Proposals would be done only for the Eligible Bidders.
- 8.4** A minimum of 60 marks out of 100 should be scored in the Technical Evaluation for the bid to be declared technically qualified.
- 8.5** All technical qualified bidders shall be ranked from highest to lowest on the basis of their Technical Score (TS).
- 8.6** The Financial Bids of only those bidders who have obtained a technical score of 60 or more shall be opened.
- 8.7** The financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, qualified and unconditional.
- 8.8** 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 Financial Proposal of the Bidder

LFP = Lowest financial proposal



8.9 Final Evaluation Proposals will finally be ranked according to their Technical Score (TS) and Financial Scores (FS) as bellow:

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

Where CS is the combined score.

8.10 The contract will be awarded to the bidder who scores highest (H1) in Combined Score (CS).

8.11 Example of QCBS evaluation

Sr No	Bidder's Name	Technical Score (Out of 100)	(TS) 70% Weightage of Technical Score	Estimated Price	(L) Price Offered	Offered Price as Percentage as estimated Price	(FS) Price weightage (30*L1/L)	Combined Score (CS=TS+FS)	Final Position
1.	M/s XX	65	45.5	100	80	80.00	30.0	75.5	H2
2.	M/s XY	98	68.6	100	90	90.00	26.7	95.3	H1

8.12 In the event of any two bids being the same, then in such a tie situation the H1 position shall be decided by the following:

- i) The bidder having highest technical score (out of 100 marks) shall get preference.
- ii) In the event of both bidders having same technical score then the bidder having higher turnover shall get preference

9 Tender Processing Fee

The Tender Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs. 15000/- plus GST @ 18% (Rs.2700) aggregating Rs 17700/- (Rupees Seventeen Thousand Seven Hundred only) as mentioned in Tender notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the Tender will not be considered for scrutiny and will be out rightly rejected.

10 Earnest Money Deposit

A non-interest bearing Earnest Money Deposit of Rs. 318000/- (Rupees Three Lakh Eighteen Thousand only) in any one of following form

- Demand Draft in favour of GMDC Limited Payable at Ahmedabad.

OR



- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with the tender documents.

RTGS details for payment (Annexure-B)

ICICI Bank, Ahmedabad Branch, Ahmedabad

Account Number: 002405019379

IFSC: ICIC0000024

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 Tender.

11 Security Deposit

- a. Security Deposit is measure of liquidated damages sustained by GMDC for not performing the contract satisfactorily. Nothing herein above shall disentitle GMDC from claiming the damages actually sustained in the value over and above the Security Deposit.
- b. The successful bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) within 10 days from the date of acceptance of LOI in any one of following form

- Demand Draft in favour of GMDC Limited Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 30 (Thirty Months) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at annexure "I" for approved bank). It should be valid for a period of not less than 30(Thirty Months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with the Tender documents.

- RTGS details for payment (Annexure-B):

Account Number: 002405019379

IFSC: ICIC0000024

ICICI Bank, Ahmedabad Branch, Ahmedabad



- c. It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and fulfillment of all the terms and conditions of the contract.
- d. The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to commence of the work within 10 days of acceptance of Letter of Intent.
- e. Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC.
- f. GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances.
 - i. If the Successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
 - ii. The shortfall amount of all compensations, penalties and other sums of money payable by the Successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the Successful bidder in full, etc.
 - iii. Any other dues on account of statutory compliance.

12 Acceptance of Offer and Issuance of Letter Of Intent and Agreement:

- 12.1** GMDC, on acceptance of the offer, will issue Letter of Intent to the successful bidder who will be required to confirm its acceptance of the LOI within 10 days from the date of receipt. If Successful bidder does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.
- 12.2** The Successful bidder shall have to submit the Security Deposit with 10 days from the date of acceptance of LOI. The Successful bidder shall submit the Security Deposit in the manner prescribed in this Tender Document. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.
- 12.3** The Successful bidder, along with the payment of Security Deposit, shall have enter into a contract/ agreement with the GMDC on appropriate Stamp Paper (to be provided by the Successful bidder) in token of acceptance of the terms and conditions of the contract, within 30 days from the acceptance of LOI.

13 Scope of Work.



The estimated requirement of various types of Security Personnel is mentioned herein below. The requirement of Security Personnel may vary according to the future requirement of the GMDC. It is compulsory to submit rates online for the present requirement of Security Personnel. The submitted rates should not be less than Minimum Wages decided by State Labour Commission.

Sr. No	Name of Project	Controlling Authority for determining statutory liability	Ex Men with Arm	Security Guards	Security Supervisor	Total
1	Corporate Office	State Labour Commission – Ahmedabad.	3	24	3	30
	Total		3	24	3	30

13.1 Scope of Service

- GMDC Ltd has worked out a general security plan specifying the various jobs and Successful bidder will carry on the said jobs strictly as per the plan and time schedule mentioned therein Annexure II.
- Considering the nature of jobs in security GMDC Ltd is free to give further instructions to Successful bidder for Effective implementation of the jobs and Successful bidder is required to carry out the same.
- Successful bidder will engage adequate number of Civilian and Ex-serviceman employees (hereinafter called the Security Officer, Security Supervisor, Gunman & Security Guards) on any Day/Night to carry out the work most efficiently and to entire satisfaction of GMDC Ltd.
- GMDC Ltd reserves the right to increase or decrease the number of Guards to be engaged by Successful bidder and such increase or decrease, if any, will be intimated to Successful bidder by GMDC Ltd. However, if GMDC Ltd requires them to work beyond their normal working hours Successful Bidder will be entitled for overtime wages as per law in force.
- The Successful bidder shall provide security personnel round the clock including weekly day of rest/leave and paid holidays.
- Successful bidder is responsible to supervise the deployment of person/s as Supervisor/s to work full time and to be such other tasks as may be delegated by GMDC Ltd within the scope of services and security plan finalized by



GMDC Ltd from time to time. The said Supervisor /s will report the compliances of jobs to the person designated by GMDC Ltd for the purpose.

- In addition to the Guards and Supervisors Successful bidder will provide following Items of Uniform. (The cloth, color and style of which shall be approved by GMDC Ltd)
 - (i) Provide 02 Pairs of Uniforms per Year.
 - (ii) 01 Pair of Cap, Belt and Shoes per Year.
 - (iii) Provide Extra Pair of Cap, Belt and Shoe in case of Wear and Tear.
 - (iv) One Set of Whistle, Lathi and Torch with Cells. (Torch Cells to be Replaced every month) It is in Bidder's Scope.
 - (v) Raincoat, Umbrella, Winter Jacket, etc.
- Successful bidder will ensure that the Guards and Supervisors keep the uniforms clean and in good condition at all times. GMDC Ltd will depute its representative to be present at the time of disbursement of wages who shall also give the Registers of wages or the Register or wages cum Muster roll and its copies as may be maintained by Successful bidder.
- Successful bidder agrees to issue wage slip one day before the disbursement of wages by Successful Bidder and send the notice for the disbursement of wages for information of all staffs at least seven days before the payment with a copy to Head security, GMDC Ltd.
- Successful bidder shall not be entitled to assign to third party its rights and duties resulting from the contract or claims against GMDC Ltd.
- Successful bidder shall keep provision for adequate number of substitute personnel so that the work is carried on smoothly and uninterrupted during leave, sickness etc. of the deployed staff.
- All the Security Personnel of the Successful bidder shall carry Photo Identity Card while on duty.
- Successful Bidder should have proper training center and should regularly conduct training on physical and professional training like safety, fire and first aid. These should be structured for new incumbents and experienced for at least one month and one week respectively. This will be assessed by our representative and in case the personnel are not found suitably trained, Successful bidder will be asked to replace them immediately. In case it is found that the service quality is not up to the desired level, the contract may be terminated without assigning any reason with due notice of one calendar month.



- Chewing of Tobacco or Beetle nut or Smoking by Security Guards is not allowed in the premises/places of duty.
- Security of assets of GMDC against theft pilferage and misappropriation.
- To keep strict watch and ward and vigilance of properties of GMDC i.e. building and materials, machinery etc. kept within the premises.
- The security personnel will guard the entry and exit in the office premises.
- The security guards will keep away stray animals from the office etc.
- The Security guard will also switch off light, fans coolers, Air Conditioners etc. after office hours.
- Issue the Visitors Pass on Entry of Visitor and Collect the same on Exit, from Visitor, duly signed by the concerned department.
- Any other security arrangement and duties assigned from time to time by the GMDC.
- The Security guards shall not allow any outsider in the Premises without permission of the concern official of GMDC.
- Security Guards shall not allow any person/ employee to stay/sleep in office premises in the night.
- The security person while on duty should not be found in intoxicated condition.

13.2 Indicative Responsibility of Security Personal

13.2.1 Supervisor:-

- a) Security Supervisor will be shift leader and bear the responsibility of security in entire GMDC Building.
- b) Each shift shall have a designated number of Security Supervisors. They shall execute change of shift, while ensuring that the posts are vacated only when the next shift personnel/ replacement are in position.
- c) They shall carry-out supervision of all security related activities in the organization as well as advice and assist Consultant (Security) and guide the security guards and other security related persons in carrying out their duties
- d) They shall carry-out or supervise protocol activities of receiving, escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required.



- e) To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
- f) Effectively manage the security team at individual sites.
- g) Effectively implements superior's orders & instructions.
- h) Motivate the subordinates and work as effective link between guards and seniors.
- i) Capable of developing good rapport with local public.

13.2.2 Guard:-

- a) Capable of collecting all ground level intelligence and ensure timely submission of the same to the higher level.
- b) Should be capable of working in team with high motivation level.
- c) Should have knowledge of security related matters, industrial safety and allied functions.
- d) Carry out activity of protecting the premises from any unauthorized entry of robber, theft etc.
- e) To bring to the notice of his supervisor the violation of any law noticed by him during the course of discharge of his duties.

13.2.3 Ex Serviceman with Arms-

- a) Should be able to provide security cover during all emergency conditions.
- b) Able to judiciously use the arms.
- c) He would ensure proper entries of his arms in concerned police stations.
- d) Himself responsible for ensuring safekeeping of his arms.
- e) Should have undergone First-Aid training.
- f) Carry out activity of protecting the premises from any unauthorized entry of robber, theft etc.

14 Eligibility of Security Personnel.

The Employees deployed by the successful bidder should be with smart turn out, physique, mentally alert and should be able to read and write in Gujarati/Hindi/English. The age of security personnel offered to be deployed should not be less than 20 years and should not exceed 55 years. Proof of age certificate is to be enclosed before deployment of each person. The successful bidder shall abide by the provisions of Private Successful bidder Act 2005 & rules made thereupon for the purpose of appointing security personnel under this tender. Successful bidder would provide medical facility to its staff. All the deployed security personnel have to be PSARA Trained.

14.1 Criteria for the Selection of Security Staff shall be as follows.

- The requirement of Security Supervisor will be considered as below:

Age Limit	Minimum 20 Years
-----------	------------------

	Maximum 55 years.
Height	Minimum 5.5” and above.
Weight	More than 50 KG but Less than 80 KG.
Chest	More than 34”.
Education	(i) 12 th Pass with NCC “C” Certificate and should possess LVD License. (ii) Should have knowledge of Gujarati, Hindi, English.
Experience	5 years of similar experience in Industrial Safety
Training	(i) Trained in First Aid & Fire Safety (ii) PSARA Trained; or should get trained in PSARA course within 90 days of deployment.

- The requirement of Security Guard will be considered as below :-

Age Limit	Minimum 20 Years Maximum 45years
Height	Minimum 5.5” and above
Weight	More than 50 KG but Less than 80 KG
Chest	More than 34”
Education	(i) Minimum 10 th Std Pass (ii) Should be able to read and write Gujarati and Hindi.
Training	(i) Trained in First Aid & Fire Safety (ii) PSARA Trained; Should get trained in PSARA course within 90 days of deployment

- The requirement of Ex Servicemen (With arms) will be considered as below:-

Age Limit	Minimum 20 Years Maximum 55 years
Height	Minimum 5.6” and above
Weight	More than 50 KG but Less than 80 KG
Chest	More than 34”.
Education	(i) Minimum 10 th Std Pass. (ii) Should be able to read and write Gujarati & Hindi.
Qualification	For Ex-Serviceman ** (Mentioned as below).
Training	Trained in First Aid and Fire safety



Others	<p>(i) Having DBBL gun (Double Barrel Breach Loading) and sufficient amount of ammunition (about 25 cartridges) at all the time. Must possess valid all India License.</p> <p>(ii) Should have knowledge of various legal norms pertaining to possessing and using firearms.</p>
--------	--

The above requirement and criteria for height and weight may be relaxed for the Guard and Ex-Serviceman having good track record and coming under special categories like Gorkha, Guard from North Eastern region, Hill areas.

- Ex-serviceman cadres will include following :

Indian Army	NSG (National Security Guard)
Indian Airforce	SFF (Special Frontier Force)
Indian Navy	SPG (Special Protection Group)
CISF (Central Industrial Security Force)	Indian Coast Guard
Defense Security Corps	BSF (Border Security Force)
Rashtriya Rifles	SSB (SasastraSimaBal)
ITBP (Indian Tibetan Border Police)	

Ex-Serviceman (with arms and without arms) will be allowed out of the abovementioned category. They will be allowed to join their duty only after submission of proof like Discharge certificate and last recorded photo ID which can be verified from relevant quarters.

All deployed Security Personnel must be physically/mentally fit to perform their duty. They can be examined by GMDC's Medical Officer whenever required.

14.2The physical standard for security personnel will be the same as envisaged in Gujarat Private Security Agencies Rules-2007 (published vide notification No. GG-49/07/SB.I/102006/KHSV/7176 dated 18-07-2007)

Accordingly, a person shall be eligible for being engaged or employed as security guard if he fulfills the standards of physical fitness as specifies below:-

- Eye sight – far sight vision 6/6, near vision 0.6/0.6 with or without correction, free from color blindness, should be able to identify and distinguish color display in security equipment and read and understand display English alphabets and Arabic numerals.
- Free from knock-knee and flat foot and should be able to run one Kilo meter in six meter.
- Hearing:- free from defect, should be able to hear and respond to the spoken voice and the alarms generated by security equipments.



- The candidate should have dexterity and strength to perform searches, handle objects and use force for restraining the individual in case of need.
- A candidate shall be free from any evidence of any contagious or infectious disease. He shall not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- Successful bidder shall ensure that every security guards working for it undergoes a medical examination after every 12 months from his last such examination so as to ensure his continued maintenance of physical standard as prescribed for the entry level.

14.3The Employees deployed by the successful bidder should wear neat & tidy full uniform to be supplied by the successful bidder along with name of security personnel on pocket and shoulder badge.

14.4The successful bidder's supervisor/officer shall be required to keep liaison with local police authorities. In case of theft/sabotage etc, in the area of supervision the security personnel must put all efforts to catch the culprit and to lodge complaints with police authorities in such instances and take follow up action for recovery of lost material/equipment etc also to assist local police authorities for the same. In case of any damage, loss, theft etc, due to lapse of security, the cost shall be recovered from the successful bidder.

14.5The Employees deployed by the successful bidder should be adequately trained with such weapons, as may be required, in fire fighting, first aid and fully conversant with use and proper maintenance of such tools/equipments. The successful bidder should possess a valid license for the same.

14.6Before deployment of each security personnel, it will be obligatory on the part of successful bidder to obtain all necessary clearances/permission/license from the concerned authorities as required from time to time and submit to us for our record.

14.7 The personnel deployed by the successful bidder shall be removed immediately if the company considers such removal necessary on any grounds. The successful bidder shall also immediately remove personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute either on its own or on the demand of GMDC. In case of removal of such personnel no claim shall be maintainable against the GMDC.



- 14.8** If the GMDC incurs any expenses on any liability or in connection with the deployment of the security personnel by the successful bidder the same shall be recovered from the bills of successful bidder.
- 14.9** The successful bidder shall ensure that the employees deployed by him are disciplined and do not participate in any activity prejudicial to the interest of the GMDC/Govt. of India/ Govt. of Gujarat or any state or union territory.
- 14.10** The responsibility of taking appropriate security measure shall be entirely of the successful bidder. The GMDC will be entitled for the compensation against the successful bidder in case it is established that the theft of loss or damage has been caused due to the negligence of the successful bidder or any of its employees.
- 14.11** The GMDC shall not provide any residential space for accommodation to successful bidder.
- 14.12** The GMDC shall identify the requirement of personnel to be deployed by the successful bidder at various nodal points.
- 14.13** The GMDC reserves the right to increase or decrease the quantities as specified above.
- 14.14** The successful bidder shall take into consideration minimum wages along with all levies and statutory taxes while quoting their rates.
- 14.15** The person employed by the successful bidder for the security of GMDC will be the employees of the successful bidder and the GMDC shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the GMDC and the security personnel employed by the successful bidder shall have no right whatsoever to claim employment or other right from GMDC.
- 14.16** The security staff employed by the successful bidder will not join any union of the GMDC nor shall they make any claim on service or other matter. They shall also not form any union associated with the GMDC and shall have absolutely no claim to subscribe or for election in any of the unions of the GMDC.
- 14.17** The successful bidder shall be responsible for all injuries and accidents to persons employed by them and in no circumstances GMDC will lives possible to compensation them under E.C. Act.
- 14.18** None of the employees of the successful bidder shall enter into any kind of private work within or outside the premises of GMDC. Non-compliance with this provision will be deemed to be violation of contract inviting penal action.



- 14.19** The successful bidder shall maintain record of major/minor incidents on daily basis and report the same to the EIC/or any other authorized person in this regard.
- 14.20** GMDC will examine the Bid to determine whether the bid is complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.
- 14.21** In no case, a Bidder shall have the right to claim to be the Successful bidder for its Bid.
- 14.22** Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.

15 Payment Terms:

100 % Payment for the Work of “providing Security Services at Corporate Office of the Gujarat Mineral Development Corporation Limited at Ahmedabad Gujarat State”.

- I. Monthly Running Account Bill shall be submitted to the office of the General Manager (Power& Purchase) with following documents:
- II. Work details / supplied manpower details and works carried out
- III. Copies of Muster Roll and Payment sheets showing the amount of PF deducted from salaries of the Security Personal and employees, PF No. of Security Personal and employee, amount of contribution of the Bidder.
- IV. Copy of the challans for the PF amount deposited in RPFC for the previous month, in respect of PF deduction related exclusively to this contract as well as copies of monthly returns.
- V. Documents required to be submitted by the successful bidder is given at Annexure III.
 - i. The successful bidder is required to submit the invoice on or before 7th Day of every month and upon submitting the bill duly verified by the Officer-In-Charge for the work done, is entitled to receive a monthly payment within a period of fifteen days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The GMDC shall deduct Income Tax at source at prevailing rate from the bills of the successful bidder. Other taxes shall also be deducted from the bills as applicable from time to time. The entire payment of invoice shall be made by Corporate Office, GMDC Ahmedabad.



The GMDC shall make payment to the successful bidder by RTGS/NEFT/Online transfer/Crossed Account Payee Cheque.

Payment shall be done as per actual quantity of work carried out by the Successful bidder only.

15.1 Successful Bidder to be Liable For All Payment to Successful bidders' Workers/Employees

- The Successful bidder shall be liable for payment not less than the minimum wages prescribed by State Govt. from time to time and other benefits such as leave with wages, contributory provident fund etc, to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- The payment of security staff has to be done in Bank Mode only.
- The Successful bidder shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- The GMDC shall not pay any additional amount on any such account. The only remuneration payable to the Successful bidder by the GMDC will be on the basis of finalized rates and work executed thereof.
- The Successful bidder is liable to provide Uniform, Shoe, Lathi, etc. to their employee every six months. For providing Uniform and liveries, shoes, lathi, whistle, cap, belt, torch, Raincoat, Umbrella, Winter Jacket etc. to the Security Personnel, no additional payment will be paid by GMDC.

The above payment/disbursement would be made to the Successful bidder from the corporate office of GMDC only after proper verification.

16 Duration And Quantity of Work

- The duration of the Contract shall be of Two years from the date of acceptance of LOI. The contract may be extended on the same terms and conditions of the contract subject to the satisfactory performance of the contract.
- In case of any reason including adverse working conditions during execution of the contract that may compel suspension / closure of the contract, GMDC shall be at liberty to conclude/postpone/ complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Successful bidder.



- All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. And if the Successful bidder fails to comply the laws; it will be done at the risk and cost of the Successful bidder and expenses will be recovered from RA Bills of the Successful bidder.
- GMDC shall not be made liable for any damage and /or compensation for the manpower and/or tools and tackles provided by the Successful bidder.

17. Liquidated Damages (L.D.)

- If the successful bidder fails to commence the work within 15 days from the date of acceptance of LOA a liquidated damages @ Rs.15,000/- per day shall be leviable, for a maximum period of 20 days. If the successful bidder 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.
- 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 discretion get the work executed from any other agency at the risk and cost of Successful bidder. In such event, the GMDC shall be entitled to recover from the Successful bidder the full difference of cost of making such alternative arrangements.
- The Successful bidder shall ensure that deployed manpower shall not go on strike in any case. In case any of the supplied manpower goes on strike, for such period of strike, liquidated damages @ the rate equivalent to five times of the per day rate of supply shall be deducted from the monthly RA bill of the Successful bidder.
- Under any circumstances GMDC shall not be liable to pay any compensation to the bidder.
- Successful bidder or any employee of the successful bidder found misbehaving or found in any case of misconduct/not obeying the instruction of GMDC management, will be imposed which is as under:

Sr. No	Type of Noncompliance	LD	Remarks
1	If the deployed security personnel are less than the requirement	1.5 times per day rate of particular security person shall be leviable.	Deduction will be made from monthly invoice
2	<ul style="list-style-type: none"> • Found misbehaving / misconduct / not obeying the instruction of superiors • Consuming any type 	<ul style="list-style-type: none"> • Rs.200 (Per Occurrence) • 5 days salary deduction + immediate 	



	of alcoholic / drug	termination	
3	Found Sleeping during shift duty hours	<ul style="list-style-type: none"> • 1st Occasion - Deduction of 1 day salary • 2nd Occasion - Deduction of two Days salary • 3rd Occasion - Deduction of three days salary and termination 	
4	Absent from duty location without informing shift in-charge	<ul style="list-style-type: none"> • 1st Occasion - Deduction of 1 day salary • 2nd Occasion - Deduction of two Days salary • 3rd Occasion - Deduction of three days salary and termination 	
5	Failing to provide Lathi, Torch, Raincoat or Umbrellas, Winter Jacket	200/- per day on the provider's account	Deduction will be made from monthly invoice
6	Damage of GMDC Property	Deduction of Double amount/ cost of property damaged	Deduction will be made from monthly invoice
7	Involved in any theft or illegal activities	Termination of concerned security personnel & 5 days salary deduction	
8	Involvement in any type of Manhandling cases	As per the severity of the case & decide by GMDC	
9	Not in Proper turn out	<p>1st Instance- warning Letter.</p> <p>2nd Instance - 1 day salary deduction.</p> <p>3rd instance -two days</p>	If Successful bidder has not issued 2 pairs of uniform to individual, deduction will be made from



		salary Deduction. Thereafter, the necessary actions will be taken at the discretion of GMDC	monthly invoices of Successful bidder
10	If Reliever not provided within two days against planned leave	300/- Per head / Day	Deduction will be made from monthly invoices.
11	In case of Theft	<ul style="list-style-type: none"> • Complete responsibility will be with Successful bidder like lodging complaint / FIR etc. • Cost of asset will be deducted as decided by GMDC 	Deduction will be made from monthly invoices.
12	Any other case not covered above	Base on the case and severity, LD will be deducted	LD will be imposed by GMDC.

18. Insurance

18.1The Successful bidder shall, at all times during the pendency of the Contract, indemnify GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.

18.2The Successful bidder shall ensure that the insurance policy/policies are kept alive till full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the Successful bidder and it shall be deemed to have been included in the Tendered rate.

18.3In the event of the Successful bidder's failure to effect or to keep in force the insurance referred to above or any other insurance which the Successful bidder is required to effect under the terms of the Contract, the GMDC may effect and keep in force any such insurance and pay such premium/premiums as may be



necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Successful bidder.

19. Goods & Service Tax (GST)

19.1 All bidders are required to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.

19.2 Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Successful bidder as per prevailing rates and rules to the extent directly related to the services rendered or Goods supplied by the Successful bidder under the said contract subject to production of documentary proof and the bidder will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

20. Discussion:

It is essential for the Successful bidders to quote the lowest price at the time of making the offer in their own interest. GMDC, however, will have the discretion to choose to enter into any discussion.

21. Statutory Obligations:

21.1 If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Successful bidder for which GMDC will not be responsible for any compensation.

21.2 That the Successful bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.

21.3 The Successful bidder shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.

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

21.5 The Successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract. The Successful bidder shall



serve GMDC harmless as a result of any in factious thereof. Successful bidder will be solely liable for all non-compliances.

21.6 The following are some of the major Government of India Acts and Regulations to be complied with by the Successful bidder. The List is illustrative and not exhaustive.

- The Private Security Agencies Regulation Act, 2005 and subsequent Amendments thereto and Rules framed there under
- Gujarat Private Security Agency Rules, 2007
- The Minimum Wages Act, 1948
- The Employees Compensation Act 1923 and Amendment Act 2010
- The Payment of Wages Act 1936 and Amendment Act 2012
- Payment of Bonus Act 1965 and Amended up to date
- Contract Labour Regulations & Abolition Act 1970
- ESIC Act 1948
- Employee Provident Fund and Miscellaneous Provision Act 1952

22. Notice:

Written notice shall be deemed to have been duly served if delivered to the individual or to Successful bidder or to the Signing Authority of the GMDC from whom it is intended, or if delivered at or sent by mail or post, to the last business address known to him who gives the notice.

23. Canvassing Not Permitted:

23.1 Bidder should not canvass their offer personally or otherwise by approaching the Chairman or the Member of GMDC. If any Bidder wants to make any representation regarding his offer, he should write to the General Manager (Power), if he desires, but personal and oral representations are not permitted.

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

24. Bankruptcy :

24.1 If the Successful bidder commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such



receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to GMDC and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by GMDC but not exceeding the value of the work for the time being remain unexecuted.

24.2 In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC considering the situation, provided that the above option is not exercised, GMDC may terminate the contract by serving notice in writing to the Successful bidder. The power and provision so reserved to GMDC on taking of the work out of the Successful bidder's hands shall apply as far as they may be when the contract is so terminated.

25. Termination Of Contract:

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

26. Governing Law:

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

27. Arbitration:

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

28. Jurisdiction:

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

29. Non Fulfillment of Terms And Condition of The Contract:

- 29.1** If the Successful bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder. This however, shall not absolve the Successful bidder from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Successful bidder and the Successful bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- 29.2** Likewise, if the Successful bidder does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful bidder.
- 29.3** For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility. For such cases, Successful bidder shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

30. Operating Guidelines

- 30.1** Successful bidder will pay wages to the Guards and the Supervisors subject to the provision that the remuneration so paid shall, at any time, not less than the Minimum Wages prescribed under the local laws as may be applicable from time to time. Successful bidder will provide and employment card to each Guard and supervisors as required under the act and shall maintain all Register and Records prescribed under the Act, including the Register of persons, Muster roll, Register of Deduction, fines, overtime, advances or a combined register, with prior approval of the Labor Law authorities and shall keep, maintain and update the register(S) regularly.
- 30.2** Successful bidder confirms that it has complied with and will continue to comply with all the requirements of the statutory authorities in respect of Contract guard, Provident fund, ESI, Gratuity, Bonus, Leave, professional Tax, Arms Act etc. Including the monthly contribution to be deposited with the authorities in respect of all its personnel and GMDC Ltd shall not incur any liability or additional expenditure whatsoever in respect of the obligations mentioned here above. GMDC Ltd will in no way be held responsible or liable for statutory non-compliance by “Successful bidder” and “Successful bidder” agrees to indemnify GMDC Ltd



completely on all such Matter. Successful bidder will comply with provisions of all statutes ordinances, rules and regulations applicable to the service agreed to be provided pursuant to this agreement and shall obtain all necessary registrations, license, approvals and sanctions under application laws.

30.2.1 In case of any burden of penalty, interest, damages etc. Arising due to default attributable to Successful bidder for:

- a). No payment or delayed payments aforesaid.
- b). Delay in filling statutory returns.

Such burdens cost and expenses will wholly be responsibility of Successful bidder. In case of GMDC Ltd has to borne any such burdens will be reimbursed the same to GMDC Ltd forthwith. It will also be lawful on the part of GMDC Ltd to recover such burden, cost and expenses from Successful bidder.

30.3 Successful bidder shall ensure that all equipment and personnel on duty are insured by adequate insurance cover obtained by Successful bidder which may be necessary to cover all insurable risks & perils bearing upon the execution if this agreement. 'Successful bidder' will be solely and exclusively responsible for payment of salaries and all other related benefits to its employees involved in this contract. Further, if any other compensation becomes payless to the personnel employed or deployed by Successful bidder due to any accident or event while such personnel are on duty at GMDC Ltd, then such compensation shall be the responsibility of Successful bidder only.

31. Employment

31.1 It is clearly and explicitly understood and agreed by the parties that GMDC Ltd will not be held responsible or liable under any laws that are in force and that may come in force from time to time in respect of the personnel engaged by Successful bidder for discharging their obligations under this contract and Successful bidder will be solely responsible for their terms and conditions of services, safety etc. and on no account the personnel engaged by Successful bidder shall be deemed to be employees of GMDC Ltd. No such employees or representatives of Successful bidder shall have any claim, or right whatsoever against GMDC Ltd.

31.2 Successful bidder and GMDC Ltd are independent entities, and neither is the agent of the other. The bidder's authority is strictly limited by and to the terms of this agreement. "Successful bidder" has no authority and shall not present itself as having any authority to sign and execute any contract, order invoice or any other document of legal nature on behalf of GMDC Ltd or otherwise to commit GMDC Ltd to any agreement. All such employees who may be engaged by 'Successful bidder' shall work under the supervision and control of 'Successful bidder'.



32. Disciplinary Action

GMDC Ltd will immediately inform Successful bidder of any acts of misconduct by its employees assigned under this contract. Successful bidder will respond promptly and ensure speedy resolution of the matter, under advice to GMDC Ltd.

33. Confidentiality

Successful bidder and its employees assigned to fulfill its obligations under this contract to GMDC Ltd must always maintain the highest degree of secrecy and keep as confidential the records. Documents and such other information relating to the business of GMDC Ltd which may be known to them or confided in them by any means in the course of their association with GMDC Ltd. The assignees shall not, during the continuance of their assignment under this contract with GMDC Ltd (Except as is necessary in proper course of their duties) or at any time after the termination of the contract, use attempt to use divulge or disclose to any person firm or company any trade secrets or confidential information of GMDC Ltd including but not limited to drawings specification or other data relating to any other products, machinery, Equipment, Process, Inventions or development of GMDC Ltd or improvement thereto and information relating to the financial position, Contract, Customer, negotiations or services of GMDC Ltd.

34. Variation

No Variation or modification or amendment to the terms of this Contract or the Annexure shall have effect unless the same is carried out by way of written document which refers to this Agreement and is signed by duly authorized representatives of GMDC Ltd and Successful bidder.

35. Maintenance of Documents, Registers and Records by the Successful bidder

The Successful bidder shall be required to maintain following registers which should be available at duty place/room at all times for inspection:

- i) Incoming & outgoing of Guests/visitors and vehicle register
- ii) Register of contract Labours, shop keeper's etc. working inside the premises in the prescribed format as well as checking of bus passes as and when asked to do so.
- iii) Attendance and wages registers for all guards engaged under the contract.
- iv) Any other records and registers required under applicable act to the successful bidder.
- v) Any other registers as required by GMDC.



36. Foreclosure:

In case of any necessity arising due to any unforeseen reason beyond the control of the GMDC or any reason what so ever GMDC shall be at liberty to Fore close the contract without assigning any reasons or notice there for.

37. Force Majeure:

37.1 Force majeure is herein defined as any cause which is beyond the control of the Successful bidder or the GMDC as the case may be which they could not foreseen or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as: Natural phenomena including but not limited to flood, draughts, Cyclone, earthquake and epidemics, declaration of war.

37.2 Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall notify within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases. .

37.3 The Successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.

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

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

The Successful bidder of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given.



38 Right to Review the Performance

- 38.1** GMDC reserves the right to review and assess the performance of the work at any time during the contract period.
- 38.2** In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GMDC shall have discretion to take appropriate action including termination of the contract.

39 Accident etc. & Responsibilities of Bidder

- 39.1** The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Successful bidder's security personnel or any outside party shall be exclusively that of the Successful bidder and no claim whatsoever shall be entertain by the GMDC on this account. The Successful bidder shall keep the GMDC indemnified from all the consequence.
- 39.2** In the event of any breakdown or accident during the course of any operation, the Successful bidder shall notify the facts to the Project Authority or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority.
- 39.3** The Successful bidder shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of the Successful bidder, the same amount shall be recovered from the Successful bidder's bill or dues pending towards GMDC.

40. General Conditions

- 40.1** The security personnel should be of good character and shall have clean records and without being charge sheeted / convicted by police / any court of law. In case the service of any staff has been terminated / transferred on disciplinary ground he should not be posted at any other location of GMDC Ltd.
- 40.2** The complete bio data of staff with police verification & photocopy of Arms license of all deployed Gunmen should be submitted to Head Security, GMDC Ltd before commencement of contract. The gun license should be appropriately endorsed at the local police station as required in the Arms Act.
- **According to the Gujarat Private Security Agencies Rules-2007 (dated 18-07-2007)**



Before any person is employed or engaged as a security guard or supervisor, the successful bidder shall stratify itself about the character and antecedents of such person in any one or more of the following manners.

- I) By verifying the character and antecedent of the person by itself;
- II) By relying upon the character and antecedent verification certificate produced by the person;
- III) By relying on the report received from the police authorities signed under the authority of the District Superintendent of Police or an officer of the equivalent or higher rank.

- 40.3** In case of successful bidder's staff becomes witness in a police case initiated by GMDC Ltd, the agency concerned should arrange to produce that staff before police / court even if the existing contract has been terminated or the staff concerned has been transferred, discharged without charging any extra cost to GMDC Ltd.
- 40.4** All new joiners' of Successful bidder shall be interviewed by Head Security before joining the duties.
- 40.5** The Contract price shall include all salaries, and wages, all traveling time and expenses, boarding and lodging allowance and medical expenses of all personnel furnished by the Successful bidder and all payments which the Successful bidder may have to make in relation to the work, to the laborers and other personnel employed. Further the contract price shall include all taxes and liability in respect of Employee's Compensation Act, Employee State Insurance Act and Employees Provident Fund Act, etc.
- 40.6** The Successful bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the **SD** is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.
- 40.7** In case of any Central/State Government directives regarding deployment of Security Personnel and execution of work related thereto, the same shall have to be strictly adhered to and binding upon the Successful bidder for implementation, for which GMDC will not be responsible for any compensation.
- 40.8** The Successful bidder shall abide by the provision of the Public Security (Regulation & Abolition) Act for security personnel's. Any consequences arising out of non-compliance of said Provisions will be at the Successful bidder's sole risk and cost, for which GMDC will not be responsible for any compensation.
- 40.9** MD-GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC.



41. Sub-Contract

The Successful bidder shall not assign or sub-contract any portion of this work without prior written consent of GMDC.

42. Withdrawal of Personnel Deployed By Successful bidder

GMDC Ltd may, through its designated person seek withdrawal of a person deployed on duty by Successful bidder in case of theft fraud or any act that constitutes moral turpitude. GMDC Ltd will brief Successful bidder with full details in Such Case and Successful bidder will take appropriate action forthwith for withdrawal of such assignees.

43. Completion of Work

43.1 Upon the Successful bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manager (Project) of concerned project of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Successful bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.

43.2 The Successful bidder shall provide GMDC with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate.

44. Change in Law

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

45. Interpretation

That no communication preceding or following the present tender shall have any bearing on the terms and conditions set out herein. That no contract, promise or obligation shall arise out of the said communication, over and above what is set out herein above. That the terms contained herein constitute the entire bargain between the parties and shall not be interpreted in the light of commercial correspondence between the parties.

**Annexure "A"****Instruction To Bidders For Online Tendering**

1. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com>
2. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
3. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

(n)Procure Cell

(n)Code solutions A division of GNFC

403, GNFC Info-Tower, Bodakdev, Ahmedabad- 380 054 (India)

Tel: +91 26857316/17/18 Fax: +91 79 26857321, Toll Free: 1800-233-1010

E-mail : nprocure@gnfc.net

4. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online Tender process is not possible without a valid digital signature certificate.
5. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of Tender submission.
6. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.
7. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
8. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
9. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:

a. GMDC:

Contact Person: General Manager (Power & Purchase)

Contact numbers: 079-27913200/3501 Ext No 1760

E-Mail: power@gmdcltd.com; jndave@gmdcltd.co.in

b. GNFC:

Contact Number: 079- 26857316/17/18

E-Mail: nprocure@gnfc.net

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

Date: 20/05/2022

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2023. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

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



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

Arisha

(Dr. A.T. Saiyad)

Section Officer

Finance Department

-----XXXXXX-----

VALID FOR THREE MONTHS ONLY

--	--	--	--	--	--	--	--	--	--

D D M M Y Y Y Y

OR ORDER

₹

FOR GUJARAT MINERAL DEVE CORP LTD

ICICI Bank
Ahmedabad Branch
Jinc House, Opp.Pairmal Garden,Ahmedabad - 380005.
RTGS / NEFT / FSC Code : ICIC0003024

PRIVILEGE
ACCOUNT

Hand

A/c No. 002405019379

CBS
BUSINESS BANKING : NEW CURRENT ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India

AUTHORISED SIGNATORIES
Please sign above

Pay Rupees

28/12/12

SESHASAI (M) (S) - 2010

⑈491099⑈ 380229002⑈ 019379⑈ 29



Annexure II

Timing of Shifts		
	From	To
Shift I	08:00h	16:00h
Shift II	16:00h	00:00h
Shift III	00:00h	08:00h
General Shift	10:00h	18:00h

➤ LOCATION FOR THE DEPLOYMENT OF MANPOWER:-

Location for the Deployment of Security Guards and Supervisor					
Sr No	Location	Shift I	Shift II	Shift III	Total
1.	Main Gate	1+1	1+1	2+1	7
2.	New Gate	1	1	2	4
3.	Parking Area	1	1	1	3
4.	Reception	1	1	1	3
5.	Vijaya Bank Gate	1	1	1	3
6.	Lift I	1	1	-	2
7.	Lift II	1	1	-	2
8.	8 th Floor	1	-	-	1
9.	7h Floor	1	1	-	2
	Total	10	9	8	27

Note: 03Ex Army Man with arms will work as a Rounder.



Annexure III

Checklist

Name of Agency: _____

Sr No.	Name of Documents to be submitted	Sets of Documents	Remarks
1.	Invoice	03	Yes/No
2.	Muster Roll/Attendance Sheet duly authenticated by Officer-In-Charge of GMDC	03	Yes/No
3.	Wages Register of previous month	03	Yes/No
4.	Details of PF Challan of previous month	03	Yes/No
5.	Electronic Challan Cum Return (ECR)	03	Yes/No
6.	ESIC	03	Yes/No
7.	Form 5 pertaining to agency	03	Yes/No
8.	Proof of salary depositing in bank	03	Yes/No
9.	Proof of professional tax receipt	03	Yes/No

Signature of Bidder



FORM - PA

CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER

Technical Bid

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
1.	Tender Processing Fee	Yes/No
2.	EMD	Yes / No
3.	Form PA (check list of documents enclosed with Tender)	Yes / No
4.	Form PB (Status of the Bidder)	Yes / No
5.	Form PC (CA Certification for Financial Details and work carried out during the last seven years of bidder) (i.e. Period from: 01/09/2015 to 31/08/2022)	Yes / No
6.	Form PD (Declarations)	Yes / No
7.	Form PE (Undertaking of Genuineness of Document)	Yes / No
8.	Form PF (Undertaking of Indemnity)	Yes / No
9.	Form PG (Site Visit)	Yes / No
10.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No
11.	Copy of P.F. registration details if applicable	Yes / No
12.	Technical bid submission as per format 'BB'	Yes / No

Price Bid

1	Online Price bid submission as per format 'AA'	Yes / No
---	--	----------



FORM-PB
STATUS OF THE BIDDER

Particulars	Details
Name of the Bidder:	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name & contact number of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No& Bank Account Details (Cancelled Cheque to be enclosed)	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	
Whether enlisted in other dept., if yes, then furnish the details pertaining to class and the amount qualified to Tender	
Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.	
Details pertaining to the work incomplete, if any	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the GMDC entity or any partner/proprietor of present entity GMDC was associated in any capacity.	

Signature and Stamp of the Bidder



FORM PC

1. Turnover and Net Worth

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

1.1 Net Worth= Rs. _____ for the Year 2019-20
 Rs. _____ for the Year 2020-21
 Rs. _____ for the Year 2021-22

1.2 Turn Over = Rs. _____ for the Year 2019-20
 Rs. _____ for the Year 2020-21
 Rs. _____ for the Year 2021-22

Average Turnover of Rs. _____

2. Details of Work Carried Out During the Last Seven Years by the Bidder

(i.e. Period from: 01/09/2015 to 31/08/2022)

Sr. No.	Description of work with Work place	Name of client with postal address	Agreement number and date	Contract Period		Actual Quantity worked	Amount without GST of agreement	Work experience certificate attached
				From (Date)	To (Date)			
								Yes/No
								Yes/No
								Yes/No
								Yes/No

Signature and Stamp of the Bidder

Signature and Stamp of the CA

TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING

MEMBERSHIP NO/ BIDDER REGISTRATION NO



FORM-PD

Declaration

(On letter head of the Bidder)

DATE:

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

Dear Sir,

I/we here by solemnly declare that

1. Any of our Directors or Partners, jointly or severally and/or individually or our bidder/GMDC have not been black listed by the Central Govt. or the State Govt. or its undertakings.
2. We have not put any condition in our offer with respect to Tender No. _____,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the Tender Document No. _____ Unconditionally.

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

Yours faithfully,

Signature and Stamp of the Bidder



FORM-PE
(Format for Affidavit)

A F F I D A V I T

Undertaking Regarding Geniuses Of Documents
(On Non-Judicial Stamp Paper Of Rs 300/-)

I/We, _____, Partner/Director/Legal Attorney/Accredited Representative of M/s. _____ solemnly declare that:

1. I/We are submitting Tender for the work _____ against Tender No. _____
2. None of the Partners/Directors of our bidder/GMDC is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our Tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC tenders/ and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

**SIGNATURE OF THE BIDDER
WITH SEAL**

Dated



FORM-PF

**Undertaking Of Indemnity
(On Letter head of the Bidder)**

To,

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

Dear Sir,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the Tender No. _____. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the above Tender and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operations covered by the Bidder/Tender, the GMDC Limited shall have the power (without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)



FORM-PG

Declaration

(On letter head of the Bidder)

Site Visit

We _____ hereby certify that we have fully understood the site condition in respect of Tender No. _____ for all the works mentioned above at _____. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to us.

SIGNATURE OF THE BIDDER WITH SEAL

Dated

FORM - 'PP'

PRICE BID

(To be submitted online only)

Sr. No .	Category of Man Power Required	Rate per person/Day in Rs.	No. of persons required per day	Total amount in Rs. per day	Total amount in rupees per year (consider 365 days)	Total amount in rupees for Two years
1	Security Supervisor		03			
2	Ex Men with Arm		03			
3	Guards		24			
Total Amount Rs (Excluding GST)			30			

Note: Rate to be submitted excluding GST

Note:-

1. While quoting the rates, Minimum Wages as per the Minimum Wages Act of State Labour Commission should be taken in to consideration i.e. quoted rate shall be equal to Minimum Wages or more for particular category.
2. The prospective bidders are required to quote the rate including admin charge only. The escalation in minimum wages shall be paid from time to time as per the revision made by the Statutory Authority.

For Example: If Minimum wage of particular category is Rs 100 per day and if Bidder has quoted Rs 110 per day including administrative charge, If Statutory Authority revise the minimum wage from Rs100 to Rs105 per day then revision in quoted price will be consider as Rs 115 per day.



FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT (SD)

(On Non-judicial Stamp paper to be submitted along with submission of bids)

..... (Name of the Bank)

Address.....

Guarantee No.....

A/C Messrs..... (Name of Bidder)

Date of Expiry.....

Limit to liability (currency&amount).....

Invitation forTender No..... Dated.....(bidding document)

For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,

General Manger (Power),
 Gujarat Mineral Development Corporation Ltd.
 132 Ft Ring Road,
 Near University Ground
 Vastrapur,
 Ahmedabad.
 Bank Code:

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called “GMDC”) which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called “Bidder”) from demand under the terms and conditions of “Technical Bid Document” (hereinafter called the said “Bidding Document”) issued by the GMDC vide Tender No._____for the work_____



(Name of the facilities) from Security Deposit (SD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____ (_____ only) (figure in words).

1. We the _____ (Name of Bank) hereinafter referred to as “Bank” having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder’s failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.
3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such



matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

- 6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
- 7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated _____ day of _____ 20 . _____ for _____ (Name of Bank)

Yours faithfully

For.....
(Name of the Bank)