

Request for Proposal

for

Selection of Facility Management Agency for GMDC's project facilities in Panandhro and Ghadsisa of Gujarat State (Package 2)

RFP/Facilities Management/02/GMDC LTD/2023-24



**Gujarat Mineral Development Corporation Limited
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Selection of Facility Management Agency for GMDC's project facilities in Panandhro and Ghadsisa of Gujarat State

DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Agencies interested in providing facilities management services for GMDC's multiple project facilities in Panandhro and Ghadsisa of Gujarat State.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. This RFP may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary, obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

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

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DEFINITIONS

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

1. **"GMDC"/Authority** shall mean the Gujarat Mineral Development Corporation Ltd who shall appoint the Agency for the captioned work.
2. **"Bidder"** shall mean any Partnership firm or body corporate which is a Limited Liability Partnership registered under LLP act or a Company under the Indian Companies Act 1956/2013 which submits a Bid to provide Facility Management Services to GMDC along with RFP Fees and EMD as per the terms of this RFP within the stipulated time.
3. **"Bid/Proposal"** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **"Bid Due Date"** means last date of Bid submission as set out in Clause 1.6 of SECTION III
5. **"Agency"** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for providing GMDC in providing facilities management services as per the Terms of Reference specified in this RFP.
6. **"Agreement/Contract"** is the agreement to be entered into between 'Gujarat Mineral Development Corporation Ltd (GMDC)' and 'Agency' comprising of all terms and conditions stated in this RFP.
7. **"Corrupt practice"** shall have the meaning ascribed thereto under clause 8 of SECTION III.
8. **"Conflict of Interest"** shall have a meaning specified in clause 9 of SECTION III.
9. **"Services Fees /Fees/Service Charges"** shall mean the charges payable by GMDC for the Facility Management Services rendered by the Agency.
10. **"Composite Score"** shall mean score obtained by Agency as per the formula provided in clause 5.4.
11. **"Pre-Qualification Criteria"** means criteria specified in clause 5.1 of SECTION III
12. **"Evaluation Process"** means steps of evaluation specified in clause 6 of SECTION III
13. **"EMD/ Bid Security"** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION III.
14. **Financial Score** shall mean score obtained by the Agency as per the formula provided in clause 5.3 of SECTION III.

- 15. Letter of Award**” shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION III.
- 16. “Parties”** means the parties to the Agreement and “Party” means either of them, as the context may admit or require.
- 17. “Preferred Bidder “**shall have a meaning specified in clause 6.4 (ii) of RFP SECTION III.
- 18. “Successful Bidder”** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.
- 19. “Scope of Work”** means all the activities as per the Scope of work mentioned in the RFP which the Agency is required to carry out as per the Good Industry Practice. Detailed Scope of Work is specified in SECTION II of RFP.
- 20. Technical Score** shall mean score obtained by Agency as per the Technical Score system provided in clause 0 of RFP SECTION III.
- 21. “Third Party”** means any Person other than GMDC and the Agency.
- 22. “Package 1”** means scope of work undertaken for “RFP/Facilities Management/01/GMDC LTD/2023-24”
- 23. “Package 2”** means scope of work undertaken for “RFP/Facilities Management/02/GMDC LTD/2023-24”
- 24. “Package 3”** means scope of work undertaken for “RFP to be published for Bhavnagar and Rajparda “

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is the leading State-owned Mining and Minerals Company of Gujarat with operational experience over 60 years and having product portfolio across mining, value added products and power.

GMDC is a zero-debt company listed on National and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat.

GMDC's mining activities are spread across the state of Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Bhavnagar, Bharuch, Surat and Chhota Udepur districts. It currently mines Lignite, Bauxite, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. It has five (5) operational lignite mines and six (6) upcoming lignite mines. GMDC also value adds to minerals through works such as pyrite removal from lignite, beneficiation of bauxite, and beneficiation of Low-Grade Manganese. The Company has set up 2 x 125 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbala, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

For the purposes of bidding, bids are invited for three packages through three separate RFPs as below providing facility management services including catering, housekeeping and laundry services at multiple project facilities of GMDC. The package wise details are mentioned below:

- **Package 1** : Facility Management for ATPS (RFP No : RFP/Facilities Management/01/GMDC LTD/2023-24 dated 29/01/2024)
- **Package 2** : Facility Management for Panandhro/ German guesthouse and Ghadsisa (Present RFP. RFP No: RFP/Facilities Management/02/GMDC LTD/2023-24 dated xx/02/2024)
- **Package 3** : Facility Management for Bhavnagar and Rajpardi (RFP to be issued subsequently.)

The evaluation shall be separately carried out for each package as per the terms/ evaluation criteria of respective RFPs and each package shall be awarded separately. However, all three packages shall not be awarded to the same Bidder. However, bidder can submit bids in all three packages. Same Bidder shall not be awarded more than two Packages. Technical Score and Price Score for each Package would be assessed separately through a Quality cum Cost based Bidding System (QCBS) specified in respective RFPs of respective packages. Details are provided in the evaluation section.

The Price Bid shall be opened in following Order.

- 1) The Price Bid of Package 1 shall be opened first. Then, the Composite Score shall first be calculated for **Package 1**. The Bidders shall be ranked in terms of Composite Score obtained for **Package 1** ("**Rank List Pkg 1**"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for Package 1.
- 2) Upon determining the Preferred Bidder for the Package 1, the Price Bid of the **Package 2** shall be opened (opened only after identification of Preferred Bidder for Package 1 at a separate time). Then, the Composite Score shall first be calculated for **Package 2**. The Bidders shall be ranked in terms of Composite Score obtained for **Package 2** ("**Rank List Pkg 2**"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for **Package 2**.
- 3) If Same Bidder is identified as Preferred Bidder for the Package 1 and Package 2 , in such case the Price Bid of the same Bidder shall not be opened for the Package 3. The Price Bids of remaining Bidders shall be opened and they shall be ranked in terms of Composite Score obtained for **Package 3** ("**Rank List Pkg 3**"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for **Package 3**.

Present RFP (Package 2)

Through this RFP GMDC Ltd. intends to appoint an Agency to provide facility management services at following two locations:

1. German Guest Houses at Panandhro, and
2. Bachelor Hostel and Guest Houses at Ghadsisa project facilities.

The Scope of Facility Management Services shall overall include housekeeping, catering and laundry services at project facilities for which the location wise facilities details are covered in Section 2 Scope of Work of this RFP document.

GMDC through this RFP, invites technical and price proposals or bids (collectively the "Proposals" or "Bids") from competent agencies having requisite capabilities.

SECTION II: SCOPE OF WORK

1. SCOPE OF WORK

The said scope of work is to be considered as work to be undertaken as part of package 2 for which the below details are to be considered with respect to each location.

The brief scope of work for the facility management services for multiple locations at Panandhro and Ghadsisa are as follows:

Sr. No.	Location	Required services from agency	Facilities Details
1.	Panandhro	Catering, Housekeeping & Laundry services for German Guest House at Lignite Projects Panandhro	1. German Guest House <ul style="list-style-type: none"> • No of Rooms: 2 Double Bedrooms for 2-person, 23 Twin Sharing rooms for 46-person • 1 Dining Hall • 1 Common Kitchen • Reception & Manager Room • Common Areas & Passages • Staircases • Terraces & Portico • 25 - Toilets. 1 Common Toilets for Gents & Ladies • Multiple Storerooms
2.	Ghadsisa	Catering, Housekeeping & Laundry services at VIP Guest House & Bachelor Hostel At Calcined Bauxite Project, Ghadsisa	1. Township Guest House <ul style="list-style-type: none"> • No of Rooms: 2 Double Bedrooms for 2 Person, 4 Twin Bedrooms for 8 Person • 1 Dining Hall • 1 Kitchen • 1 Reception • Common Areas & Passages, Staircases, Terraces & Portico, • 6 nos. of Toilets and 1 nos. of Common Toilets for Gents & Ladies • Multiple Storerooms 2. Township Bachelor Hostel: <ul style="list-style-type: none"> • Max Occupancy: 16 Guests.

Sr. No.	Location	Required services from agency	Facilities Details
			<ul style="list-style-type: none"> • No Of Rooms: 8 Twin Bedrooms for 16 Person • 1 Dining Hall • 1 Kitchen • Reception, Common Areas & Passages, Staircases, Terraces & Portico • 8 nos. – Toilets and 1 no. of Common Toilets for Gents & Ladies, • Multiple Storerooms

The detailed scope of work for each respective facility shall be undertaken as follows:

1.1. Housekeeping and Cleaning Services related scope of work

The agency shall undertake the housekeeping work at Guest House and Bachelor hostel and its peripheral areas (the "Facility"/"facility") as per the details specified below during the Contract Period.

- The agency shall be responsible for cleaning of guest house rooms and Bachelor hostel rooms as per the standard methods of other rooms as per the defined scope of work.
- The agency shall perform routine cleaning of the internal and external areas of the entire facility to meet the required service standard.
- The agency shall clean the common areas inside the location within Facility as follows:
 - Common area & staircase of guest houses Sweeping & Moping every day.
 - Terrace area sweeping & moping once in a week.
 - Cleaning of Cobweb in common areas once in a week.
 - Cleaning of glasses of common halls and entrance door.
 - Cleaning of the outside area and surrounding areas of the offices.
- The agency shall perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internally and externally).
- The agency shall perform dusting / cleaning of all furniture, sills, counters, screens, venetian blinds & curtains, light fittings, signage, doors, door frames, cup boards, tables, chairs, fittings and glass pans etc. to remove debris, stains, cobwebs and marks with recommended liquid cleaner.
- The agency shall perform sweeping and mopping of entire area of Guest House premises and Bachelor hostel rooms. Sweeping of all floors, washing and disinfecting of all floors, corridors, steps and common areas shall be undertaken.

- The agency shall perform cleaning of stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- The agency shall perform polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains with recommended liquid cleaner. They must be clean and dry. All carpeted areas are to be cleaned by the manufacturers recommended methods and recommended intervals.
- The agency shall maintain entrances, service areas, parking areas, paving, paths, peripheral premises of guest house and bachelor hostel so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.
- All sanitary wares including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected with recommended liquid cleaner for premises of guest house and bachelor hostel.
- The agency shall be responsible for cleaning all floors same as other building floors. Floors should be cleaned to the same standard as other building floors. In addition there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- Regularly clean and sanitize all laundry machinery and work areas.
- Washing & cleaning all pantries, kitchens, sinks, freezers, refrigerators etc. on daily basis. Cleaning of Air Conditioner frames.
- The agency shall spray mosquito repellent in all guest rooms/Kitchen/Dining Hall/bachelor hostel rooms at regular intervals. Apply of insecticide and air fresheners in all rooms/kitchens/dining hall shall be done at regular intervals.
- The agency shall make beds, change bed sheets & pillow covers every day and change all towels every day and when a new guest checks-in.
- The agency shall be responsible for cleaning of dust bins and other containers/apparatus. The agency shall also be responsible for removing all garbage and replacing cleaned bins with garbage liners. Also, agency shall be responsible for disposal of garbage in environment friendly manner by segregating the garbage waste with bio-degradable & non-biodegradable.
- The agency shall be responsible for ensuring the disinfectants used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.
- The agency shall provide additional housekeeping services as and when required by GMDC.
- Regarding Housekeeping materials, equipment's, tools and tackles & consumables:
 - The Housekeeping materials for Guest House/Bachelor Hostel/Canteen, washrooms and others should be purchased on monthly basis as per the need and requirement and mutually agreed between the respective location Engineer In charge (EIC) (i.e.: GMDC's authorized representative) & agency. The list of housekeeping materials, consumables and its quality has been standardized and shall be as per attached Annexure-13 and 14

- The housekeeping materials, equipment's, tools and tackles & consumables required for the scope of work shall be provided by the agency and the same shall be reimbursable by GMDC.
- All Housekeeping and laundry services the consumable items to be purchased by agency duly approved of respective location EIC and should be Verified at Security Gate and respective location EIC. However, the Monthly reimbursed amount for consumables for the housekeeping and Laundry Services should not exceed the amount specified hereunder:
 - For German Guest House: Rs 25000/-.
 - For Guest House & Bachelor Hostel At Ghadsisa : Rs 20000/-
- Regarding Equipment:
 - GMDC shall provide all equipment's such as vacuum cleaners, washing machine, Iron, polishing machines, plastic crates etc. required for housekeeping & laundry services.
 - Routine/ regular maintenance of equipment shall be in the agency's scope.
 - Major maintenance of equipment shall be in the GMDC's scope.

1.2. Laundry services related scope of work.

The laundry scope should be considered for each respective location – Panandhro and Ghadhsisa.

- The agency shall provide laundry facility for Company linen such as Pillow Covers, Towels, Bed sheets, Curtains etc.
- The Laundry service for Bedsheet, Towels, Pillow cover and curtains shall be in the scope of FMS agency and its cost shall be included in the Service charges.
- The agency should provide Laundry Service to the guests of the guest houses and bachelor hostel.
- The agency shall provide laundry facilities for guests/employees on chargeable basis as per Annexure-15. The payment for the same shall be directly collected from the GMDC's employees by the appointed agency & and the payment for GMDC's guests' laundry shall be reimbursed by the GMDC.
- The agency shall ensure that housekeeping boy should collect laundry once in a day from respective guest houses daily in the morning at 8 AM of all the guests/employees residing at Guest Houses.
- The agency shall provide all guest linen/cloth in laundry bags.
- In case the agency misplaces or causes any damage to the cloths/linen, an amount equivalent to the loss shall be payable by the Agency to the concerned resident.

1.3. Catering Services related scope of work.

Kitchen, Dining hall and equipment, crockery, cutlery provided by GMDC and handed over to agency for use. Any loss or damage of the equipment will be borne by the agency.

- The catering scope covers Guest House and Bachelor Hostel for each respective location – Panandhro and Ghadhsisa
- All required cooking materials are to be brought in by the agency as per the defined brands in the Annexure-14 and the cost for the same shall be borne by the selected agency.
- Transportation of food from one canteen/bachelor hostel shall be in the agency's scope.
- For all occasions like seminars, special function, management events etc. at the Owner's premises, agency shall have to cater the needs of requirements on mutually agreed menu & rates.
- The scope of the menu broadly includes Tea / Coffee & Beverages, Breakfast, Lunch, Dinner, Snacks.
- The detailed menu details are specified in Annexure -12.
- The agency shall submit the menu plan/ cycle to the Owner's designated representative at least (7) seven days before commencement of succeeding month.
 - The GMDC guest house designated representative of respective location shall approve the same with or without modification at least three days before the following month.
 - If GMDC guest house designated representative of respective location fails to approve the submitted menu; it shall be understood as an acceptance of the proposed menu by Owner without any modification.
- The menu shall be based on seasonality and availability of the required ingredients and materials. In case GMDC's guest's or employees require any non-seasonal items on the menu, the agency shall try their level best to make the same available to them.
- Where, in any case, GMDC's guest's or employees requires any items to be brought from outside to be served on the menu, other than already specified in the menu, the agency shall provide the same & such cost shall be reimbursed on actual basis on submission of bill.
- Regarding Raw Materials - The agency shall manage raw materials separately for each location as per the requirements with respective to envisaged services provided details and below scope of work details for respective location.
 - The agency shall use/provide best quality raw materials, ingredients etc. of known and reputed brands for food preparation as per attached Annexure-14. Agency shall arrange to procure and store qualitative materials in adequate quantity at its own cost for respective location. The charges for raw material are considered included in menu rates specified in Annexure 12 of this document.
 - All the ingredients used in cooking and food preparations should have ISI or any other required quality certification.
 - Food items procured and prepared should be hygienic and ingredients used for food preparation should be fresh and free from contamination.
 - The agency shall provide food stuff materials of high quality of proven brand. These materials shall be liable to spot examination by GMDC's authorized officer from

time to time. Substandard material will be rejected and shall have to be replaced immediately by the agency to the satisfaction of authorized GMDC officer of the respective location.

- The agency shall arrange to keep provisions of essential raw materials & ingredients etc. for 15 days in order to meet any contingency.
 - GMDC shall provide adequate space for storing the raw materials at Guest House and Bachelor Hostel of respective location. The agency shall be responsible for maintaining the quality and hygiene of the provided spaces by GMDC at respective location.
- Regarding Hygiene – The below details mentioned shall be followed and considered for respective location separately.
 - The agency shall maintain Canteen and Kitchen areas in clean and good hygienic conditions and arrange furniture, utensil, equipment etc. in orderly manner for respective locations.
 - The agency shall provide 2 sets of uniform to their staff and workers as approved by GMDC's authorized representative. The agency shall ensure that their staff and worker wear clean clothes and shoes as approved by GMDC's authorized representative and maintain cleanliness while serving the items and attending the Guests.
 - All food items /eatables shall be kept properly covered and served in proper utensils with proper serving spoon etc.
 - The agency shall ensure that the persons employed by them are courteous and maintain proper discipline at workplace.
 - The self-life items are to be procured with utmost care and the expired materials should be removed periodically.
 - The kitchen area to be kept spick and span. The area should not be wet, proper cleaning shall be done from time to time.
 - All the food stuff including raw items should be covered with proper net lids/ packing materials.
 - The agency shall ensure at all times that sink & washing area are kept clean. The wastage materials shall be disposed from time to time at least thrice a day or as and when required.
 - The agency's cooking service staff should wear head caps and their hands must be clean and should wear hand gloves while serving food. The staff should not keep long nails.
 - Regarding Catering Service Specification - The below details mentioned shall be followed and considered for respective location separately.
 - Meal Preparation: The agency shall prepare the meals as per the menu details given in Annexure-12 and as per the approved meal plan.
 - Service Point: The agency shall serve in the dining room of Guest Houses and Bachelor Hostel or locations designated by the Owner.

- Service Style:
 - Buffet Service: The agency shall serve on self-service basis in the dining area. Meals/breakfast/snacks may be served to VIPs on the Dining Table.
 - Ala Carte: The agency shall serve Ala Carte items on pre-portioned system.
 - Spot Service: The agency shall prepare food and serve at the dining hall of respective Guest House and Bachelor Hostel on regular basis. The agency should supply lunch & dinner at different locations not as a regular practice but as and when required during special cases like shut down, breakdown, commissioning etc. Tea & Snacks should be served at Service Building & CCR on regular basis.
 - Room Services: Room Service will be provided to guests/employees in exigencies like sickness, accident etc. For this, prior telephonic approval of Head (Facility.) shall be necessary.

- Regarding Equipment, Appliances and Furniture - The below details mentioned shall be followed and considered for respective location separately.
 - All major kitchen equipment's are to be provided by GMDC.
 - GMDC shall provide all crockery, cutlery, linen, utensils and all other kitchen equipment. GMDC will issue new crockery, cutlery, linen, utensils and / or all other small ware when deemed necessary free of cost.
 - The agency shall keep record of all crockery, cutlery & linens. Inventory report including breakages and shortages of such items shall be submitted to the GMDC's authorized representative on quarterly basis. In case breakages and shortages are found due to negligence of agency, the amount equivalent to 90% of value of breakage items shall be recovered from the agency's monthly bill.
 - The agency shall be responsible for routine maintenance and replacement of gas pipeline and gas rubber tubes.
 - Major maintenance of equipment shall be in GMDC's scope.

- Regarding Fuel - The below details mentioned shall be followed and considered for respective location separately.
 - LPG (Industrial gas cylinder) required for food preparation shall be in the Scope of the GMDC. However, GMDC shall provide the initial set up of LPG connection and appropriate burners/Cylinders required for subject services and the refilling cost shall be borne by the agency.
 - Solid fuel required for heating cooked food during buffet services shall be in the agency's scope.

- Regarding Water & Electricity - The below details mentioned shall be followed and considered for respective location separately.
 - GMDC shall provide adequate supply of running water (potable) and electricity free of cost.

- Regarding Manpower requirement - The below details mentioned shall be followed and considered for respective location separately.
 - Manpower requirement shall be available as per the existing timing of the facilities.
 - The agency shall have to deploy minimum guaranteed category wise manpower for respective location to render the services as per attached Annexure- 11.
 - The agency shall employ adequately trained staff and endeavor to maintain the services.
 - The employees of the Agency's shall be physically fit and subject to pre-medical test and subsequently post medical test once in a year / in every 6 months.
 - The agency shall provide 2 sets of uniform to their staff and workers as approved by GMDC's authorized representative. The agency shall ensure that their staff and worker wear clean clothes and shoes as approved by GMDC's authorized representative. The uniform should be neat and appealing to create good atmosphere.
 - Salary of staff, accommodation, PF, WC Policy, uniform, safety items, transportation etc. are in the scope of agency.
 - Free accommodation shall be provided by the owner to Emergency Staff at Guest House/Township at Panandhro.
 - The labors employed by the agency shall have to be paid as per minimum wages prescribed by on the applicable minimum wages as declared by the Central Government or State Government. All labors employed on works should be insured under Workmen's Compensation Act. No labor below 18 years of age shall be employed by the agency. The agency shall not employ any forced labor. The agency shall not engage in any discrimination whatsoever whether based on gender, religion, cast, creed, race etc.
 - The Agency shall comply with all the provision of applicable laws including but not limited to the following acts if applicable:
 1. Contractor labor (Regulation & abolition) Act, 1970.
 2. Payments of Wages Act, 1936.
 3. Minimum Wages Act, 1948.
 4. Equal remuneration act 1976.
 5. Workmen's Compensation Act, 1923.
 6. Employees Provident Fund (mise. provision Act), 1952.
 7. Payment of Bonus Act, 1965.
 8. Professional Tax Act.
 9. Gujarat labor Welfare Fund Rules.
 10. Maternity Benefits Act.
 11. Payment of Gratuity Act.
- The agency has to make all the payments to the workers & staffs engaged by them on or before 7th of every month through bank accounts/RTGS only. In exception case, if payment is made in cash, Agency shall ensure that the payment to the workers & staff engaged by him is made in the presence of authorized representative of GMDC of respective location. In such case agency shall maintain wage register and shall submit it with the monthly bill documents.

- If any employee of the agency is found indulging in any act of moral turpitude and unlawfully activities the services of such employee shall be summarily dispensed immediately.
- The agency shall ensure that there is no violation of any Human Rights norms.
- The agency shall put in place proper mechanism for redressal of grievances of manpower engaged by them and shall keep a record of grievances received and redressed and shall make the same available to the GMDC's representative of respective location whenever demanded.
- The agency shall ensure highest safety standards in all areas covered in the scope.
- The agency shall collect the catering services charges as per the offered services to employees and guests at the approved rates by GMDC.

Daily catering Service Volume

- The details for average number of employees/officers at other guest house and bachelor hostel for whom catering services would be made available on daily basis are as under:

Location	Breakfast	Lunch & Dinner	Snacks	Tea/Coffee
German Guest House, Panandhro	40	80	40	60
Guest House & Bachelor Hostel at Ghadsisa.	25	50	25	50

- However, these numbers are probably likely to increase and/or decrease substantially due to any events at guest house or bachelor hostel. It is pertinent to mention that the payment towards meals/ eatables will be made as per actual only.
- All residents & guests will have to sign and authorize all meal/order consumption on presentation of bills at guest's leisure (or) before checkout. The Agency shall compile all the bills and submit to the GMDC on monthly basis for respective locations. Bills shall be certified for payment by the GMDC's authorized officer of the respective location.
- The Agency shall arrange transportation of all food articles suitably packed at his own risk and cost to various project locations.
- The Agency shall arrange transportation towards supply of food at designated places at respective project locations assigned by the GMDC. Agency must keep a hired vehicle (Four Wheelers) for purchasing of raw materials and supplying the same at designated places. Agreed amount by the agency (as per the contract agreement amount) shall be payable to agency per month towards hiring of Vehicle as per the price bid format.
- The agency shall obtain & keep renewing food license as prescribed by Law (from FSSAI) from time to time. It shall be the responsibility of the agency to apply for and obtain/renew license from competent authorities.

- Emergency services are to be provided by the Agency within the premises in case of any emergencies/exigency/special occasions.

2. SERVICE LEVELS AND DAMAGES

The Agency shall be required to maintain Service Levels separately for respective locations. The events leading to damages for respective locations are specified in table below.

Sr. No.	Event	Damages	Description
1.	LD for non-deployment of minimum guaranteed category wise manpower	Agency shall deploy category wise manpower as per requirement. In case of shortfall in contractual manpower deployment, following LD shall be applicable as per following: 1. If category wise manpower deployment is less than 100% but up to 90%, LD shall be applicable as per the agreed man day rate for subject category for actual manpower shortfall. 2. If category wise manpower deployment is less than 90%, LD shall be applicable @ 1.2 times of agreed man day rate for subject category for actual manpower shortfall.	
2.	Submission of menu for succeeding month	Penalty of INR 1000 /- if Agency fails to comply per instance.	Agency shall have to submit the menu cycle to the GMDC's designated representative at least 7 days before commencement of succeeding month.
3.	Quality of Raw materials	Penalty of INR 5000/- per instance	In case of raw materials, ingredients are found to be of substandard quality, contaminated or beyond expiry date by GMDC's authorized representative.
4.	Safe storage of LPG cylinders	Penalty of INR 5000 /- per instance	The Agency shall be responsible for safe storage of LPG cylinders. For any instance of unsafe conditions in storage of LPG cylinders identified during

Sr. No.	Event	Damages	Description
			safety audit penalty shall be imposed.
5.	Housekeeping – Cleaning and Hygiene	Penalty of INR 2000/- per instance	For any default in the Housekeeping (cleanliness and hygiene) on the part of Agency penalty shall be imposed. A team of GMDC along with the Agency representative shall visit and audit the area of execution and in case of discrepancies found in terms of Hygiene, Cleanliness, safety a lump sum amount of penalty as decided by team shall be levied.
6.	Non submission of statutory document	Penalty of INR 1000/- per day for delay	
7.	Quality & taste of food	Penalty of INR 1000/- per day	Out of collected feedback in a month, penalty shall be applicable if favorable feedback is less than 60%. Penalty shall be applicable for all the days of month.
8.	Loss and breakages of crockery and utensils	In case breakages and shortages are found due to negligence of agency, the amount equivalent to 90% of value of breakage items shall be recovered from the agency's monthly bill.	
9.	Penalty for breach of discipline / violation of instructions	The Agency shall ensure that its staff is well behaved and maintain discipline. If it is observed that any individual or group of workmen engaged by the Agency do not obey the instruction of the GMDC's representative or misbehave then breach of discipline is applicable.	

SELECTION OF FACILITY MANAGEMENT AGENCY FOR GMDC'S MULTIPLE PROJECT FACILITIES OF GUJARAT STATE

Sr. No.	Event	Damages	Description
		The penalty for the same is 1% of the per month contract price for the respective month.	

SECTION III: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Bidding Process

- a. GMDC has adopted a single stage two packet online bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in Selection of Facility Management Agency for GMDC's project facilities in Panandhro and Ghadsisa of Gujarat State (Package 2) (the "**Bidding Process**"). Technical Bid shall be submitted physically and online whereas Price Bid shall be submitted online through <https://www.gmdc.nprocure.com>. The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid ("**Bid Due Date**"). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION III. Based on Technical evaluation, the Price Bids of only Bidder's meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in clause 6.2(a), 5.1 and 5.2 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3 and 6.2. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the "**Composite Score**") derived based on Quality cum Cost based method (the "QCBS") specified in Clause 5.4 and 6.3 of RFP SECTION III. The Bidder obtaining Highest Composite score shall be considered as Preferred Bidder (the "**Preferred Bidder**").

1.2. Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid, and sending written queries to GMDC.

1.3. Acknowledgement by Bidder

By submitted the bid or proposal, the bidder acknowledges that:

- 1) made a complete and careful examination of the RFP
- 2) received all relevant information requested from GMDC;
- 3) accepted the risk of inadequacy, error or mistake in the information provided in the

RFP or furnished by or on behalf of GMDC relating to any of the matters referred to in Clause 1.2 above; and

- 4) acknowledged that it does not have a Conflict of Interest
- 5) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

1.4. Cost of Bidding

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

1.5. RFP Fee

- a) Bidder shall have to submit nonrefundable RFP Document/Tender Fee **of INR 5,900 (i.e. RFP fees of Rs 5000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favor of **"Gujarat Mineral Development Corporation Ltd"** and payable at Ahmedabad along with the Bid as per marking and sealing section **or** (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on npcocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favor of "Gujarat Mineral Development Corporation Ltd" through electronic mode is specified below.

ICICI Bank, Ahmedabad Branch
Account Number: 002405019379

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.
- c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.
- d) Relaxation in terms of submission of RFP Fees and EMD shall be given to the bidder who is holding valid certificate issued under MSME Act, 2006 on the date of submission of bid to this RFP.

1.6. Schedule of Bidding

GMDC shall endeavor to adhere to the bidding schedule as specified in table below.

Sr. No.	Event Description	Date, Time and Address																				
1	Date from which RFP documents will be available	RFP shall be available from 12/02/2024 from website http://www.gmdcltd.com & https://www.gmdc.nprocure.com																				
2	Last date for receiving Pre-Bid queries/clarifications	<p>Bidders may send their queries by 17/02/2024 up to 17:00 hrs to following contacts or reach out for any assistance.</p> <p>Mr. Sanjibkumar Mohanty, Chief Facility Manager Email: sbmohanty@gmdcltd.co.in Ph no.: +91 6357-442071</p> <p>Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>The queries to be submitted in following format in excel (editable) format:</p> <table border="1" data-bbox="710 1167 1449 1809"> <thead> <tr> <th colspan="4" data-bbox="710 1167 1449 1205">Bidders Request for Clarification</th> </tr> <tr> <th data-bbox="710 1205 911 1420">Name and Address of the Organization submitting request</th> <th data-bbox="911 1205 1086 1420">Name and Position of Person submitting request</th> <th colspan="2" data-bbox="1086 1205 1449 1420">Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td data-bbox="710 1420 911 1525"></td> <td data-bbox="911 1420 1086 1525"></td> <td colspan="2" data-bbox="1086 1420 1449 1525">Tel: Mobile: Email:</td> </tr> <tr> <th data-bbox="710 1525 911 1742">Sr. No.</th> <th data-bbox="911 1525 1086 1742">RFP Document Reference (Section and Page no.)</th> <th data-bbox="1086 1525 1270 1742">Content of RFP requiring clarification</th> <th data-bbox="1270 1525 1449 1742">Clarification sought</th> </tr> <tr> <td data-bbox="710 1742 911 1809">1.</td> <td data-bbox="911 1742 1086 1809"></td> <td data-bbox="1086 1742 1270 1809"></td> <td data-bbox="1270 1742 1449 1809"></td> </tr> </tbody> </table>	Bidders Request for Clarification				Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative				Tel: Mobile: Email:		Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought	1.			
Bidders Request for Clarification																						
Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative																				
		Tel: Mobile: Email:																				
Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought																			
1.																						
3	Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place on https://gmdc.nprocure.com 27/02/2024 up-to 15:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.																				

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Sr. No.	Event Description	Date, Time and Address
		<p>A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid.</p> <p>Technical Bid is not to be submitted online, but should be submitted in physical offline mode after the submission of the Price Bid at the designated address by the deadline mentioned.</p>
4	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	The Technical Bid is to be submitted offline, on or before 27/02/2024 up to 16:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.
5	Opening of Technical Bid	On 27/02/2024 at 17:00 hrs at GMDC office situated at Ahmedabad as per the address specified in sr. no 5.
6	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation.
7	Signing of Agreement	Within 30 days from the date of issuance of LOA.
	General and Important Terms and Conditions	<p>GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.</p> <p>The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFP 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.</p> <p>GMDC reserves the rights to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on https://tender.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>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</p>

Sr. No.	Event Description	Date, Time and Address
		physically along with supporting documents, RFP 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.

GMDC shall endeavor to adhere to the bidding schedule as specified above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

2. GENERAL

2.1. Bid Validity

- a) Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP SECTION III in all respects.

2.2. Numbers of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified.

2.3. Governing Law and Jurisdiction

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

2.4. Authority's Right to Accept and Reject any Bids or all Bids

- a) Notwithstanding anything contained in this RFP, GMDC reserves the right to accept or

reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- b) It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, GMDC reserves the right to reject any Proposal/Bid if:
- 1) Bid does not meet the Pre-qualification qualification criteria specified in this RFP
 - 2) at any time, a material misrepresentation is made or discovered, or
 - 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - 4) the Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
 - 5) Bidder submits conditional Bid.
- d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process

2.5. Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount **INR 1 lakh (INR One Lakh)** shall be provided in favor of "**Gujarat Mineral Development Corporation Ltd**", in any one of the following forms/formats. The List of Approved Banks is provided in Annexure-10.
- i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
 - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad

from the banks approved by Government of Gujarat from time to time except Co-Operative Bank as per the Annexure 10 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause 2 of RFP SECTION III.

- b) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- d) Relaxation in terms of submission of RFP Fees and EMD will be given to the bidder who is holding valid certificate issued under MSME Act, 2006 on the date of submission of bid to this RFP.
- e) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favor of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- f) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof .
- g) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION III;
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA

- 2) to sign the Agreement within the time period specified by GMDC.
- 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
- 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. DOCUMENTS AND CONFERENCE

3.1. Content of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.3.

Notice Inviting Tender

SECTION I:	Background
SECTION II:	Terms of Reference/Scope of Work
SECTION III:	Instructions to Bidders (ITB)
SECTION IV:	Services Fees & Payment Terms
SECTION V:	Contract Terms & Conditions
SECTION VI:	Annexure

3.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6 of Section III. They should send in their queries on or before the date mentioned in clause 1.6 section III in order to enable Authority to have adequate notice of the said queries so that the same can be addressed at the mentioned location. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://www.gmdc.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on GMDC.

3.3. Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b) Any Addendum/Corrigendum issued hereunder will be in writing and shall be uploaded on Authority website <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid Due Date.

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

- a) The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.
- b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

4.2. Bid Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

4.3. Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
 - (1) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm
- c) In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

4.4. Submission Format & Sealing and Marking of Proposals

- a) The original instruments of the Bid Security of the required value and in approved format as specified in clause 2.5 and RFP Fees as specified in clause 1.5 shall be sealed in an envelope on which the following shall be super scribed:

“RFP for Selection of Facility Management Agency for GMDC’s project facilities in Panandhro and Ghadsisa of Gujarat State(Package 2) – EMD and RFP Fees”

- b) **The Technical Bid** shall be submitted in **Hard copy**. The documents and format to be submitted for Technical Bid shall be as follows:

Sr. No	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder
2	2	Bidder’s Organization and Experience. <ul style="list-style-type: none"> Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable. Bidder’s Experience
3	3	<ul style="list-style-type: none"> Statutory Auditor/Registered Chartered accountants statement specifying Turnover for last five Financial Years as per clause 5.1 c) Audited Financial statements for last five years as per clause 5.1 c)
4	4	No Blacklisting certificate on Stamp Paper
5	5	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
6	6	Undertaking for information and document provided are true.
7		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexure. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

“RFP for Selection of Facility Management Agency for GMDC’s project facilities in Panandhro and Ghadsisa of Gujarat State(Package 2) – Technical Bid”

Both envelopes specified in sub clause a) and b) shall be placed in outer envelopes and super scribed and delivered by the Due date as per the address given:

“RFP for Selection of Facility Management Agency for GMDC’s project facilities in Panandhro and Ghadsisa of Gujarat State (Package 2)– Bid submission”

Addressed to :

Mr. H. K Joshi,

Senior General Manager (Tech I)

Gujarat Mineral Development Corp.

Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052

The Bidder shall also place a pen drive comprising of soft copy of Technical Bid in Hard copy of Technical Bid.

- c) **Price Bid (Online)** to be filled up at designated places **on <https://gmdc.nprocure.com>** as per the format provided in Annexure 7.
- d) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.6.

4.5. Bid Due Date

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.3. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>.

4.6. Late Submission

- a) Physical submissions for Technical Bid and EMD & RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nProcure. The contact details of (n)Procure are as follows:

- c) n)Code Solutions (A Division of GNFC Ltd.)
 403, GNFC Info tower, Bodakdev,
 Ahmedabad - 380054. India
 Sales : 079- 4000 7323
 Support : 079- 4000 7300
 Email : nprocure@ncode.in

4.7. Modification and Withdrawal of Bids

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

5. BID EVALUATION CRITERIA

All bids must be considered responsive as described in **clause 6.2 (a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria and obtaining minimum **60 marks** in the technical scores specified hereunder will progress to the next stage of Price Bid opening. The Eligibility and Technical Score are described below.

5.1. Pre-Qualification Criteria

A Bidder must meet Pre-Qualification Criteria are specified hereunder in order to qualify for next stage of evaluation.

#	Pre-Qualification Criteria	Required docs
1.	Bidder should be a legal entity registered in India, since last 10 (Ten) years under either Indian Companies Act 1956/2013 or LLP Act 2008 or Indian Partnership Act 1932.	A copy of the Certificate of Incorporation
2.	The bidder must have executed at least one Facility management Services Project in Hospital /Institutions / Universities / Public Sector Undertakings / Educational Institutions of the Central/ State Government/ well reputed private organization in India during last three years as on dt. 31.1.2024 in the relevant area as per the scope of the work.	Copy of Work Orders / Contracts/ relevant evidence of work from client.

#	Pre-Qualification Criteria	Required docs
	Facility Management Services shall include : Housekeeping services/ catering services/ laundry services/ pantry services	
3.	The bidder should possess a minimum of five (5) years of experience for similar kind of services of providing both housekeeping and catering services in India ending 31.1.2024. The experience details shall be filled in the format provided in Annexure 2 along with work completion certificate.	Copy of Work Orders / Contracts/ relevant evidence of work from client. As per format provided in Annexure 2 of this RFP document.
4.	The bidder should be registered with the Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labor Registration, EPF Registration Certificate, ESI Registration Certificate to be submitted along with the technical proposal.
5.	The bidder should have average audited annual turnover of at least INR 3 Crore in any 3 financial years out of last 5 financial years (FY 18-19, FY 19-20, FY20-21, FY 21-22, FY 22-23).	Certificate(s) from statutory auditor with all relevant details from the bidder. The bidder shall provide a copy of any 3 of audited annual report to ascertain its turnover & net worth. As per format provided in Annexure 3 of this RFP document.
6.	The bidder should be a profitable organization in any two financial years out of last three financial years namely FY20-21, FY 21-22, FY 22-23,	Annual Audited Financial Statements for FY 2020-21, FY 2021-22, FY 2022-23/ Statutory Auditor Certificate
7.	Non- Blacklisting The bidder should not have been blacklisted by State/ Central Government Agencies in India as on the date of bid Submission.	Self-Certification from the authorized signatory of the bidder as per the Annexure-4.

#	Pre-Qualification Criteria	Required docs
8.	Submission of Undertaking by the Bidder	As per Annexure-6

5.2. Technical Score Criteria

The Bids of the Bidders meeting Pre-Qualification criteria shall be considered for assessment and assigning of Technical Score. The Technical Score of the Bidder shall be evaluated as per Technical Score system provided hereunder.

Sr. No	Criterion	Conditions	Max. Marks	Total Marks for the Sub head
1	Organizational Strength			70
1.1	Average Annual audited turnover of the Bidder in any 3 consecutive financial years out of last 4 financial years (FY 19-20, FY20-21, FY 21-22, FY 22-23).	3 crore >= Turnover <= 6 Crore	5	
		6 crore > Turnover < 10= Crore	10	
		>10 Crore	15	
1.2	No. of manpower for managing the facilities management services on the bidder's payroll	40 >= nos. < =80 nos.	10	
		80 > nos. < =120 nos.	15	
		> 120 nos.	20	
1.3	Experience of facilities management services including housekeeping, catering or pantry services in the last 5 years. Client: Hospital /Institutions/ Universities/ Public Sector Undertakings/ Educational Institutions of the Central/ State Government/ well reputed private organization in India.	Max. five (5) Projects = 30 marks (Per project 6 Marks)	30	
1.4	Quality standards / Certifications owned by the bidder organization	ISO 9000:2015 – 2.5 Marks ISO 22000:2018 – 2.5 Marks	5	
2	Presentation			30
2.1	Background and introduction of the agency, width of experience with different types of clients, presence of geographical areas including near			

Sr. No	Criterion	Conditions	Max. Marks	Total Marks for the Sub head
	where deployment is made, quality of provided services brief, whether hospitality management certified resources are available, approach and plans for GMDC's project implementation.			
Total (1+2)				100

Bidder must Score minimum **60 marks** out of total 100 marks in Technical Marking Section specified herein above. The bids of bidders obtaining lower than 60 score will be declared disqualified and not be processed further.

5.3. Evaluation of Price Bid and Financial Score

The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum 60 marks in the Technical score system as specified in clauses 6.2(a), 5.1 and 5.2 respectively) Bidders shall be opened. The Bidder shall be required to Quote Services Fees for the Scope as per the Price Bid format provided in Annexure 7. The cumulative Services Fees quoted for Table 1, 2 and 3 of the price bid shall be considered for price Bid evaluation and determining the Financial Score.

$$\text{Financial Score (FiS)} = 100 \times \text{FiL}/\text{FiC}$$

Where;

FiL is the L1 (Lowest Bidder)'s Services Fees

FiC is the Services Fees quoted by Bidder

Services Fees refers to the cumulative Services Fees quoted for Table A,B, & C of the price bid as reflected in Table D of the Price Bid format shall be used for the Price Bid Evaluation. Bidder scoring Lowest charges shall be given 100 marks.

5.4. Composite Score

- (i) The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula.

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

The technical experience has been assigned **70%** of weightage while price quote is assigned **30%** weightage.

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

whom the Agreement shall be signed.

5.5. Credit from Parent / Subsidiary / Sister Concern for meeting the Pre-Qualification and Technical Score criteria

- i. Taking credit from Associate (i.e. subsidiary/parent/sister concern firm) for meeting the Pre – Qualification Criteria and Technical Qualification Criteria is permitted subject to clauses specified hereunder.
- ii. In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for *being considered for determination of compliance/meeting requirement with regards to the Pre- Qualification and Technical Score Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.*
 - a) *The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it.*
 - b) *Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary.*
 - c) *Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern.*

If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm, then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm).

- iii. Any claims of credit from Parent/Subsidiary/Sister Concern firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Parent/Subsidiary/Sister Concern firm meets the above definition of the Parent/Subsidiary/Sister Concern firm with relation to Bidding Firm.

6. EVALUATION PROCESS

6.1. Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.

- (ii) The Bidder's name, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

6.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 4.4** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

a) Test of Responsiveness for EMD, RFP Fee, Timely and proper Submission

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) The Technical Bid is submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
 - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
 - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
 - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - (vi) It does not contain any conditionality; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

b) Assessment of Pre-Qualification Criteria

- 1) GMDC shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5.1 and have

submitted all documents as per clause 4.4 in order to qualify for next stage of assessment.

- 3) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.

c) *Determination of Technical Score*

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of ITB.
- 2) Responsive and Pre-Qualified Bidders may be called to make presentation on by GMDC as part of the technical evaluation process.
- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum **score of 60 in Technical Score** shall be declared Technically Qualified Bids (the "Qualified Bids"/ "Qualified Bidder").
- 4) The Price Bids of only Qualified Bids shall be opened. Evaluation of Price Bids of only Qualified Bids shall be carried out.

6.3. Opening of Price Bid

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://www.gmdc.nprocure.com> as per the indicative format specified in Annexure 7 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 6.2, 5.1 and 5.2 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 (c) in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.3.
- (v) The Price Bid shall be opened in following Order.
 - a) The Price Bid of Package 1 shall be opened first. Then, the Composite Score shall first be calculated for Package 1. The Bidders shall be ranked in terms of

Composite Score obtained for Package 1 ("Rank List Pkg 1"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for Package 1.

- b) Upon determining the Preferred Bidder for the Package 1, the Price Bid of the Package 2 shall be opened (opened only after identification of Preferred Bidder for Package 1 at a separate time). Then, the Composite Score shall first be calculated for Package 2. The Bidders shall be ranked in terms of Composite Score obtained for Package 2 ("Rank List Pkg 2"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for Package 2.
- c) If Same Bidder is identified as Preferred Bidder for the Package 1 and Package 2 , in such case the Price Bid of the same Bidder shall not be opened for the Package 3. The Price Bids of remaining Bidders shall be opened and they shall be ranked in terms of Composite Score obtained for Package 3 ("Rank List Pkg 3"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for Package 3.

6.4. Composite Score

- (i) The composite score shall be calculated Package wise as per the order of priorities specified in Clause 6.3 (v).
- (ii) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in the clause 5.4 for this package 2.
- (iii) The Bidder achieving "Highest Composite Score" shall be generally declared as Preferred Bidder (the "Preferred Bidder") subject to provisions specified in clause 6.3 (V). The Preferred Bidder for this Package 2 shall be decided as per the provisions specified in clause 6.3(v). The Preferred Bidder shall be considered for the award of the work after following the due process including negotiation/discussion.

6.5. Clarification of Bids and Request for additional/missing information

To facilitate evaluation of Bids, GMDC may, at its sole discretion, seek in writing clarifications / documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

6.6. Verification and Disqualification

- (i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be

necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.

- (ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:
- at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - Bidder is blacklisted/barred by any Government Agency.
 - In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8.
 - In case the Bidder has Conflict of Interest as per clause 9.
 - a Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
 - while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
 - Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
 - A bidder who submits or participates in more than one Bid under this RFP.

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

- a) invite the remaining Bidders to submit their Bids or
- b) take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.

- (iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Agency , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Agency. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without

prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7. Contacts during Bid Evaluation

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

6.8. Discussions

- a) The Preferred Bidders ranking may be, invited for discussions. The discussions process may, inter alia, discuss and finalize the following:
1. Scope for reduction in Price of the Proposal.
 2. Re-confirming the obligations of the Agency under this RFP.
 3. Issues such as deployment of key personnel, understanding of the RFP, methodology, and work plan.
- b) In the event, pursuant to such discussions, the Authority in its sole discretion rejects the selected Bidders, then in such case the Authority may in its sole discretion either annul the selection process or consider the next ranked Bidder.
- c) In case the financial/price bid of any Bidder is found seriously unbalanced by the Authority in relation to the market rate or its internal estimate or Good Industry Practice or lower than any labor regulation such as Minimum Wages act, ESI, PF etc., in such case the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the said bidder and/or all Bidders to demonstrate the internal consistency of those prices. If it is found to be unreasonably lower than the relevant compliances and industry best practices, the Authority may, at its sole discretion, reject any or all the bids.

6.9. Correspondence with Bidder

Save and except as provided in this RFP, GMDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

6.10. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not

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

7. SELECTION OF AGENCY AND SIGNING OF AGREEMENT

7.1. Notification of Award

- (i) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidders through letter that his/their Bid has/have been accepted (the "Successful Bidder(s)"). This letter ("Letter of Award"/ "LOA") shall be issued, in duplicate and shall specify the sum which GMDC shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to Authority in consideration of Project scope as per the terms of Contract.
- (ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

7.2. Signing of Agreement

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement save and except any modifications arising from response to pre-bid queries, grammatical errors or any changes required to bring further clarity in RFP and Draft SPA terms.
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section V of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 100 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

(iv) After the signing of Agreement, the Successful Bidder shall have called the "Agency".

7.3. Performance Security

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 9) for amount of equivalent to **5% (Five percent) of Total Services Fees (without GST) quoted for the Scope of Work** payable to GMDC by the Successful Bidder (the "**Performance Security**") from the banks approved by the Government of Gujarat except Cooperative Banks.
- (ii) The Agency shall maintain a valid and binding Performance Security for a Contract Period. The Agency shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the Agency shall have to renew Performance Security for a period of extended Contract Period.
- (iii) If the preferred Bidder, fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.
- (iv) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - a) in the event GMDC requires to recover any sum due and payable to it by the Agency including but not limited to Damages; and which the Agency has failed to pay in relation thereof; and
 - b) in relation to Agency's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement. The Agency shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Agency without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement. Such refund will be processed upon furnishing of evidence of compliance with all payments related to statutory norms. The evidence should be furnished within 90 days from the expiry of such agreement.

7.4. Commencement of Work/Assignment

The Agency shall commence the stipulated work within fifteen days of the date of the Signing of Agreement, or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement as specified in Clause 7.2 or commence the assignment as specified herein, GMDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

7.5. Tax Liability

- (i) The rates quoted in Price Bid Annexure 7 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Agency as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Agency as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning

hereinafter respectively assigned to them:

- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the Project;
- (ii) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (iv) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9. CONFLICT OF INTEREST

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Agency (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder's Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
- b) GMDC requires that the Agency provides professional, objective, and impartial advice

- and at all times hold GMDC's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.
- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
- A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
- (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
- (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its member or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. a constituent of such Bidders is also a constituent of another Bidders; or
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or

- E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- e) The Agency shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

SECTION IV: SERVICES FEES AND PAYMENT TERMS

1. Service Provision Fees

a. Authority hereby covenants to pay the Service Provision Fees to the agency for the Scope of the Work specified in Section II of this RFP in following parts as per the Price Bid Format .

- (1) Service Charges for salary towards the Managerial/ skilled staff for Panandhro and Ghadsisa
- (2) Service Charges for salary towards the unskilled/ semi-skilled manpower for Panandhro and Ghadsisa
- (3) Service Charges for Housekeeping, catering and laundry Services for Panandhro and Ghadsisa

Agreed prices for above specified prices are specified in the Annexure 7 - price bid format.

b. The Service Provision Fees specified in subclause a) hereinabove includes remuneration of agency's staff, transportation and Food expenses and any other expense to be incurred for executing the Scope of Work for respective locations separately.

c. The below are the facilities shall be provided by GMDC to the agency's staff throughout the contract period at respective location at no extra cost to the agency:

1. Three rooms at the guest house at Panandhro which can accommodate 18 people.
2. One room at the German guest house for emergency staff at Panandhro.

d. The Service Provision Fees specified in subclause a) hereinabove represent the net amounts payable exclusive of GST but inclusive of all other applicable taxes, duties, surcharge, and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC for respective locations.

e. The Service Fees specified in a table placed in subclause a) hereinabove shall remain valid for a period of One year from the date of signing of the Agreement except the sr no (2) i.e Service Charges for salary towards the unskilled/ semi-skilled manpower. These rates specified in Sr no (2) shall be increased or decreased corresponding to proportionate change in the Minimum Wages published by Central Government on time-to-time basis i.e., Percentage increase or decrease from the previously published Minimum Wages.

f. The Contract shall be for a period of one year. The Contract period shall be renewable for additional one year subject to satisfactory performance of the Agency and at sole discretion of GMDC. In case of extension (i) the Service charges pertaining to part (1) and (3) (as mentioned in above point 1 (a)) shall be escalated by 5% per annum and (ii) Menu

Rate shall be escalated by 5% per annum.

- g. Each Bidder must quote his rates after thorough reading of this RFP document and estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations including labor laws. Bids with rate not complying with statutory requirements of minimum wages, compliances etc. shall be termed to be non-responsive and rejected. Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.

2. Payment Terms for the Service Fees

- a. The Authority shall, based on the price quote/Service Charges specified in Letter of Award of the respective location issued by the Authority, pay to the Agency Service Charges on Monthly basis. The payment shall be made separately for each location by GMDC. The payment for each respective location shall start after the one month from the date of start of Services.
- b. The Agency shall submit monthly invoices for all three parts as per the sub clause specified in clause 1 a hereinabove along with following documents separately for respective location.
 - I. Summary Statement [including supporting documents] showing number of persons deployed during such month of operation and the number of days for which deployed.
 - II. Copy of attendance sheet approved by Site In charge / Engineer In charge specifying attendance of managerial staff (sr no 1) and Unskilled & Semiskilled staff (Sr no 2).
 - III. The agency has to make all the payments to the workers & staffs engaged by them on or before 7th of every month through bank accounts/RTGS only. In exception case, if payment is made in cash, Agency shall ensure that the payment to the workers & staff engaged by him is made in the presence of authorized representative of GMDC. The Agency shall attach Bank statement showing the release of monthly wages to all its employees deployed for the Project that includes fulfillment of minimum wages, PF, ESIC etc. as per applicable laws. (PF Deposit Challan, PF account number, amount deducted etc.).
 - IV. Undertaking specifying that the Agency is complying with all statutory Labor Laws including Minimum Wage Act.
 - V. Details on Complaint registered and resolutions provided by the Agency
- c. In addition to above, Authority would periodically check legal / labour compliance obligations of the Agency at respective location by scrutinizing its periodic returns showing payment of PF, ESIC, labour license etc. as applicable. In the case of any default, which in the opinion of the Authority or the opinion of any expert in the matter who the Authority may consult, is harming the interest of the Project, the personnel deployed, or creating liabilities on the Authority, the Authority retains the right to stop the next payment or make partial payment until such obligations are fulfilled and the evidence is presented to the satisfaction of the authority.

- d. The Authority shall, subject to reconciliation/deduction [as applicable in terms hereof], and subject to any Tax to be deducted at Source as per law, pay to the Agency , a consideration amount based on the accepted Service Charges within 10 (Ten) working days from the date of producing documents as provided in sub clause (b) above to the satisfaction of the Authority, provided however that such payment shall be subject to deduction of penalties/damages, if applicable , in terms of Service Levels specified in RFP section II.
- e. Applicable GST, over and above approved Service Provision Fees for respective location, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Agency.

3. Reimbursement of Costs towards Consumables.

- a. The Authority shall reimburse the cost towards consumables used for housekeeping materials on actual basis provided quantities and brands of such items duly certified by Site In charge/ Engineer In charge for respective location separately. The brands of consumable items shall be as per Annexures 13 and 14.
- b. The Authority shall also reimburse the cost of consumables required in guest house for guest kit involving bath soap, shampoo, toothbrush, hair oil, saving kit, mosquito repellent on actual basis duly certified by Site In charge/ Engineer In charge of respective location. Proper record of the inventory shall be maintained by the Agency for Authority's inspection at any time separately for respective location.
- c. Maintaining / washing laundry items such as pillow covers, bed sheets, towels, curtains shall be responsibility of the Agency for respective location. The Authority shall reimburse the cost of consumables such as cleaning materials /chemicals on actual basis as certified by the Site In charge/ Engineer In charge for laundry work for respective location.
- d. All Housekeeping and laundry services the consumable items to be purchased by agency duly approved of EIC and should be Verified at Security Gate and EIC at respective location. However, the Monthly reimbursed amount for consumables for the housekeeping and Laundry Services for items specified in sub clauses a, b and c should not exceed the amount specified hereunder:
 - 1. For German Guest House: Rs 5000/- to be reimbursed per month as per actual and as per the instruction of EIC.
 - 2. For Guest & VIPS At Guest House & Bachelor Hostel At Ghadsisa : Rs 4000/- to be reimbursed per month as per actual & as per the instruction of EIC.
- e. The Laundry facility for the Authority's employee shall be provided by the Agency on chargeable basis as per the rates specified in Annexure 15. The cost for the laundry facility provided to Authority's guest shall be reimbursed by the Authority .
- f. GMDC 's employee shall avail catering Services at the rate specified in Menu Rate for respective location. The Agency shall retain such charges separately for respective location. In case of GMDC's guests, such charges shall be reimbursed by GMDC. All residents & guests will have to sign and authorize all meal/order consumption on presentation of bills at

guest's leisure (or) before checkout. The Agency shall compile all the bills and submit to the GMDC on monthly basis with respective location documents. Bills shall be certified for payment by the GMDC's authorized officer.

- g. However, in any case, GMDC's guest's or employees requires any items to be brought from outside to be served on the menu for any location, other than already specified in the menu, the agency shall provide the same & such cost shall be reimbursed on actual basis on submission of bill.

During the terms of the contract, GMDC may ask for additional quantities of manpower for facilities management services upto additional 30% with additional cost as per the agreed rates as of Section IV: Clause 1 a) sub clause 1) and 2).

In case after the award of the work, the infrastructure for one of the facilities is not ready to be handed over to the agency, in such case proportionate manpower corresponding to that facility for providing facilities management services shall be deployed in phases as and when such facilities are ready to be handed over to the agency. The payment shall be made on actual deployment on per month basis. It is further to be note that in such case the agency shall need to provide breakup of service charges corresponding to such facilities as and when required by GMDC. The payment for such services shall be made once the facilities shall become operational.

SECTION V: DRAFT CONTRACT AGREEMENT

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

BETWEEN

Gujarat Mineral Development Corporation Ltd, a company incorporated under Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 (hereinafter referred to as the "Authority/GMDC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of ONE PART;

AND

_____, having its registered office at _____, hereunder referred to as the "**Agency**" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

GMDC and the Agency are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A. GMDC vide its Request for Proposal, dated ____ invited Bids from competent parties through transparent and competitive bidding process for "**RFP for Selection of Facility Management Agency for GMDC's project facilities in Panandhro and Ghadsisa of Gujarat State (Package 2)**" as per the terms specified in RFP and this Agreement (hereinafter called the "**Project/ Facility Management Services**");
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Agency dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. _____ dated _____ accepting the particular Bid Proposal.
- C. The Agency has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the Selection of Facility Management Agency for GMDC's project facilities in Panandhro and Ghadsisa of Gujarat State, on the terms, conditions and covenants hereinafter set forth in this Agreement.

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

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

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
2. Letter of Acceptance (LOA) no. _____ issued on _____.
3. Scope of Work and Service Levels provided in RFP SECTION II.
4. Payment Terms provided in RFP SECTION IV.
5. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

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

1. GENERAL

1.1. Definition and Interpretation

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- a. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;
- b. **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;
- c. **"Authority"** or **"GMDC"** means the Gujarat Mineral Development Corporation Ltd [including without limitation its authorized representatives];
- d. **"Agency"** means any private or public entity selected to provide the Services to GMDC under this Contract.
- e. **"Contract"** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.
- f. **"Contract Period"/" Agreement Period"** shall have a meaning specified in clause 2.4
- g. **"Day"** means calendar day.
- h. **"Dispute"** shall have a meaning specified in clause 2.17
- i. **"Effective Date"** shall have meaning specified in clause 2.2.
- j. **"Force Majeure"** shall have a meaning specified in clause 2.16.

- k. **"Local Currency"** means Indian Rupees.
- l. **"Party"** means the "Authority" or the Agency, as the case may be, and **"Parties"** means both of them.
- m. **"Personnel/resources/manpower"** means professionals and support staff provided by the Agency and assigned to perform the Services or any part thereof;
- n. **"Services"/ "Scope of Services (TOR)"** means the work to be performed by the Agency pursuant to this Contract, as described in RFP SECTION II;
- o. **"Scope of Work"** ("TOR") are the description of scope of Service to be performed by the Agency. Detailed Scope of Work is specified in RFP SECTION II;
- p. **"Third Party"** means any person or entity other than the "Authority", or the Agency.
- q. **"Package 1"** means scope of work undertaken for "RFP/Facilities Management/01/GMDC LTD/2023-24"
- r. **"Package 2"** means scope of work undertaken for "RFP/Facilities Management/02/GMDC LTD/2023-24"
- s. **"Package 3"** means scope of work undertaken for RFP to be issued subsequently.

1.2. Principles of Interpretation

- a. The table of contents, numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply:
 - (i) Between the Articles and the Schedules, the Articles shall prevail:
 - (ii) Between any value written in numerals and that in words, the latter shall prevail.

1.3. Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the Agency. The Agency shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4. Rights and Obligations

The mutual rights and obligations of GMDC and the Agency shall be as set forth in the Agreement, in particular:

- a) the Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- b) GMDC shall make payments to the Agency in accordance with the provisions of the Agreement.

1.5. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.6. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.7. Table of Content and Heading

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.8. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified hereunder.

If to Authority;

_____.

Gujarat Mineral Development Corporation Ltd, Ahmedabad
If to Agency;

1.9. Location

The Services shall be performed at the GMDC's project facilities located at Panandhro and Ghadsisa of Gujarat state separately.

1.10. Authorised Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Agency may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be: -----
- c) The Agency may designate one of its employees as Agency's Representative. Unless otherwise notified, the Agency's Representative shall be: -----

2. Terms and Conditions

2.1. Scope of Work

The Agency shall engage efficient and experienced personnel to render the required service of housekeeping, catering, laundry at GMDC's multiple project facilities at Panandhro and Ghadsisa of Gujarat state as known as Package 2 in this RFP as described in detail in RFP Section II.

2.2. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.3. Commencement of Services

The Agency shall commence the Services within a period of 30 (Thirty) days from the Effective Date, unless otherwise agreed by the Parties.

2.4. Contract Agreement Period

- (a) This Agreement shall remain valid for a period of One year effective from the Effective date , in case of early termination pursuant to RFP provisions, the Agreement Period shall end on Termination date (the "Contract Period").
- (b) The Contract shall be renewable for additional one year subject to satisfactory performance of the Agency and decision of the GMDC. In case of extension the Service charges shall be escalated as per clause 1(f) of section IV.

2.5. Payment Terms

In consideration of the Services performed by the Agency under this Agreement, GMDC shall make payments to the agency as per the payment terms mentioned in the RFP Section IV.

2.6. Schedule of Services

- (a) The schedule for the services will be provided by the Agency as per the agreed terms

and conditions between the parties as per the RFP Section II: Scope of Work.

- (b) The Agency shall deploy number of personnel for carrying out the services as described in Annexure-11 of the RFP document.

2.7. Authorised representatives

- (a) Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.
- (b) The Agency shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by an Authorized Representative of Client, whose names will be intimated by the said Client.

2.8. Risk and Responsibilities

The below clauses are to be considered separately for both the locations of GMDC's project facilities i.e.: Panandhro and Ghadsisa.

- a) The Agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The agency shall be fully responsible for the conduct of his staff.
- b) The agency shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the client.
- c) The persons to be deployed by the agency should be properly trained, have requisite experience and skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipment's.
- d) The agency at all times should indemnify GMDC against all claims, damages or compensation under the provisions of Payment of Wages Act,1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Payment of Bonus Act, 1965 or any other law relating thereto, and rules made there under from time to time. GMDC will not own any responsibility in this regard.
- e) The agency shall strictly adhere to the provisions of Child Labour (Prohibition & Abolition Act) 1986 and child labour (Prohibition & Abolition) Rule 1988.
- f) Under any circumstances whatsoever, the manpower deployed shall be paid wages not below the Minimum wages set by State Govt by the agency.
- g) The agency shall provide qualified uniformed staff to perform the services. The employees of agency entering the premises of the Authority shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.
- h) The agency shall conduct periodic general medical checkup of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.
- i) The agency shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- j) The agency shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and

general discipline and such other instructions or guidelines as may be issued by the authorized representative of GMDC.

- k) "Right man to for Right Job" shall be followed to avoid accident at workplace. It shall be the duty of the Facility Manager and Supervisor of the agency to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.
- l) The agency should install a Biometric system with computer assisted information capturing modalities as well as manual entry of the information the attendance of its personnel deployed at the location and the report should be verified by the authorised officer from time to time.

Once the house keeping staff is allotted an area of work, he or she will be under supervision of the HoD/Staff/ I/c of that area i.e. guest houses/stores/offices/canteen etc. and in addition to the instructions issued by the agency side they have to follow all instructions and orders given by the HoD/Staff/ I/C. These instructions should be considered as the scope of work.

2.9. Statutory Compliances

The below clauses are to be considered separately for both the locations of GMDC's project facilities i.e.: Panandhro and Ghadsisa.

- a) The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and resources of the Agency shall comply with the Applicable Laws.
- b) The agency shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund(PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the agency shall maintain proper records & documents and produce them to the authorized representative of the GMDC as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
- c) The agency shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when demanded.
- d) The agency shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per RFP Section IV shall be released by the Authority only upon the agency producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.
- e) The agency shall provide First Aid facilities at the workplace according to applicable laws.
- f) In the event of the agency failing to comply with any of the provision of the statutes applicable to it resulting the principal incurring any expenditure thereafter including facing litigation, the agency shall indemnify such expenditure and other damages, losses as may be estimated by the Authority. The Authority may take appropriate action to recover the same from the agency, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

2.10. Liability and Indemnity

The Agency shall be responsible and liable for and shall indemnify the Authority and keep all project facility, safe and harmless at all time against :

- a) The agency shall be responsible for any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Authority directly or indirectly by reasons of for under this scope of work.
- b) The agency shall be responsible for any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the agency or its facility staff under this scope of work.
- c) The agency shall be responsible for any theft robbery, fraud, or other wrongful action or omission by the firm and /or any of its facility staff under this scope of work.

2.11. Liability and Liquidated Damages

The below clauses are to be considered separately for both the locations of GMDC's project facilities i.e.: Panandhro and Ghadsisa.

- a) In order to maintain and improve the quality of the facilities management Services, the Authority shall monitor the Agency's performance through a comprehensive Service levels described in the RFP Section II throughout the project contract period.
- b) In case of delay solely attributable to the Agency in completion of scope of services as specified in TOR, liquidated damages, 0.01% of contract value for per day of delay shall be imposed provided such Liquidated Damages shall not exceed maximum of 10% of the Agreement Value/ Contract Value . The LDs shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted.
- c) In case of mishap due to wrong operation or manual error in equipment for facility management , which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the agency.
- d) Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the agency, the GMDC shall give a written notice of the default and or omission or commission and the agency shall submit its response within 7 (seven) days from the date of issue of such notice.
- e) If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the GMDC shall have the right to deduct the amount as mentioned in the Section II of the RFP shall be derived for deduction from the monthly bill of the agency for non-performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.
- f) In case of any loss of any life, health, accidents, travel and any other losses to its personnel deployed at the Authority's project site, the Agency has to responsible to

undertake the entire responsibility w.r.t. to compensation and any legal procedures involved.

2.12. Sub-Contracting

The Agency shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement in normal course for any project location. In case of emergency requirements, the Agency shall subcontract part of services only after written permission from GMDC at required location.

2.13. Loss/ Theft/ Damage

The Agency shall be responsible for any and all losses, theft, damages caused to any equipment installations in the premises, fittings and fixtures, goods there in and any other properties belongs to the client because of any act of negligence, commission or omission of its employees while discharging their duties.

2.14. Exclusion of consequential loss

The Agency will not be liable for any consequential loss that may arise out of the performance of this Agreement.

2.15. Event of Default

2.15.1. Authority event of Default

The below clauses are to be considered separately for both the locations of GMDC's project facilities i.e.: Panandhro and Ghadsisa.

Following events shall constitute an Event of Default by Authority (the "Authority Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- a. If Authority fails to provide Project Site for managing the services for a considerably longer period of time.
- b. The Authority repeatedly fails to make any payments due to the Agency's as per Section IV of the RFP within period specified in Agency's Agreement without any valid reason.
- c. Authority or any Governmental Agency is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations and has failed to cure the same within 30 days of notice thereof by the Agency.

2.15.2. Agency event of Default

- a. If Agency fails to deploy the required manpower at the project facilities as specified in this RFP or any repeated extension granted thereof , without any valid response or any reasons attributed to breach on part of Authority.
- b. The Agency fails to comply with applicable laws, regulations, or industry standards concerning the provision of facilities management services, including housekeeping, catering, and laundry services.
- c. In case of pre-decided Liquidated Damages or Damages due to breach in Service Levels together exceeds the 10% of Contract Price.
- d. If the agency goes bankrupt during the contract period
- e. If the agency is found not complying to the statutory laws as per the Government regulations
- f. The occurrence of any material breach of obligations by the Agency related to the quality, timeliness, or standard of services rendered under this agreement.
- g. The Agency's deployed manpower consistently receives substantiated and documented complaints from the Authority or relevant stakeholders concerning their performance, behaviour, competence, or conduct while executing the contracted services.
- h. Despite receiving reasonable notice and opportunity to address the complaints, the Agency fails to take corrective measures, including retraining, replacement of personnel, or other appropriate actions, to rectify the recurrent issues within a reasonable timeframe specified by the Authority.
- i. Agency is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations and has failed to cure the same within 30 days of notice thereof by the Agency.

2.16. Termination

2.16.1. Termination by Authority

GMDC may, by not less than 30 (thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations under this Agreement and as a result of that any of the Event of Default occurs as specified in clause 2.15.2, in such case the Authority shall issue Termination Notice by giving 30 days for cure of default. If Agency fails to remedy such default within the time period specified therein in such case the Authority shall right to Terminate the Agreement.
- b) the Agency becomes insolvent or bankrupt or enters into any agreement within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- c) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.18.2 hereof;
- d) the Agency submits to GMDC a statement which has a material effect on the rights, obligations or interests of GMDC and which the Agency knows to be false;
- e) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

2.16.2. By Agency

The Agency may, by not less than 30 (thirty) days' written notice to GMDC, such notice to be given after the occurrence of any of the events specified in this Clause 2.5.4, terminate this Agreement if:

- a) the Authority fails to remedy any breach hereof or any failure in the performance of its obligations under this Agreement and as a result of that any of the Event of Default occurs as specified in clause 2.15.1, in such case the Agency shall issue Termination Notice by giving 30 days for cure of default. If Authority fails to remedy such default within such Notice Period, then the Agency shall have right to Terminate the Agreement.
- b) GMDC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Agency may have subsequently granted in writing) following the receipt by GMDC of the Agency's notice specifying such breach.
- c) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) GMDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 2.18.2 hereof.

2.17. Force majeure

2.17.1. Definition

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a successful bidder, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, pandemic, flood or other

adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.17.2. No Breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.17.3. Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.17.4. Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.17.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be reimbursed for payment due up to the Services Delivered.

2.17.6. Consultation

Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.18. Dispute Resolution

2.18.1. Amicable Solution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and Agency in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to committee of two senior executives of each Authority and the Agency, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert
- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expense pertaining to Dispute Review Expert shall be divided equally between GMDC and the Agency. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

2.18.2. Arbitration

(a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 2.18.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

(b) Place of Arbitration

The place of arbitration shall be Ahmedabad. The Language of the Arbitration shall be in English only.

(c) Procedure

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

(d) Enforcement of Award

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

(e) Fees and Expenses

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

2.18.3. Performance during Dispute Resolution

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

2.19. Change in Law

Nothing in this contract shall entitle the Bidder to claim additional payment against the work executed or being executed or likely to be executed upon the change in law by Government of India or State of Gujarat as regards any taxes, liabilities arising out of work contract, judgments of court etc. That nothing under the said laws shall create any additional liability on the GMDC LTD. over and above that set out herein. That unforeseen circumstances in the working of the said contract shall not entitle Agency 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.

2.20. Right to review the Performance

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

2.21. Modification of Agreement

Without Prejudice to the provision stated in para hereinabove, Managing Director, GMDC shall have rights to take suitable decision and action in case of requirement to amend/ alter the Agreement conditions/ quantities of the work/ extension of the Contract Period/ allotment of additional quantities of work/ fees, changes in penalty etc., if necessary, after considering the conditions prevailing at that time.

SECTION VI: ANNEXURES

Annexure 1: Letter of Bid Submission

Dated:

To,

Senior General Manager (Tech -1)

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan,

132-Ring Road, Gujarat University Ground, Vastrapur,

Ahmedabad- 380052

Subject: Submission of Bid for RFP For Selection of Facility Management Agency for GMDC's project facilities in Panandhro and Ghadsisa of Gujarat State (Package 2)

Dear Sir/Madam:

We, the undersigned, offer to provide the facilities management services for **[Insert title of assignment]** in accordance with your Request for Proposal dated **[Insert Date]** and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid as follows.

A. Physical submission of

- (i) **Technical Bid- Pre-Qualification and Qualification documents and**
- (ii) **RFP Fee and EMD as per the requirement of the RFP**

B. Online submission of Price Bid: Price Quote per the provisions of RFP.

We are submitting our Bid in individual capacity. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of our price bid. Our Bid/Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the facilities management services related to the assignment not later than the period specified in the RFP.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Organization and Experience

[To be provided by Bidder]

A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet above requirements, the Bidder may submit any of the following documentary evidences as applicable Partnership deed, GSTIN registration, PAN details **OR** Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]

B - Bidder's Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Assignment/job similar to the ones specified in Technical Marking system set forth in the RFP (If possible, the Bidder shall specify exact assignment / job for which experience details may be submitted)]

Name of Employer:	
Details of Public Sector/Pvt sector Employer	
Address:	
Country:	
Location within country:	
Assignment/job name	
Description of Project/Assignment	
Approx. value of the contract (in Rupees):	
Duration of Assignment/job (months):	
Total No of staff-months of the Assignment/job:	
Start date (month/year):	
Completion date (month/year):	
Name of associated Agency's, if any:	
No of professional staff-months provided by associated Agency's:	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Relevant portion of Work Order/contract/Client completion certificate to be submitted.

Annexure 3: Turnover statement

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

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. Following is the audited turnover from facilities management services related projects, for the last three years.

Years*	Turnover (Rs. Crore)
2018-2019	
2019-2020	
2020-2021	
2021-2022	
2022-2023	

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

Annexure 4: No Blacklisting certificate
(On a Stamp Paper of Value Rs 300)

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s
of Bidder are not blacklisted**

No-Blacklisting Affidavit

I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually as on the _____-(Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 202_.

Name of the Bidder
Signature of the Authorized person
Name of the Authorized Person

**Annexure 5: Format of power of attorney for authorizing Bidder's Signatory
(On a Stamp Paper of Value Rs 300)**

KNOW ALL MEN by these presents that we, ...[name of the firm], a FIRM incorporated under the _____ and having its Registered Office/ office at[Address of the Company firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the RFP for _____ [Name of the Assignment] ("Project"), the Company/ firm is submitting Bid for the project and GMDC and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint or authorize Mr___ son of __ resident of _____, holding the post of _____ as the authorized signatory of the company/ firm in connection with the request for proposal titled (Name of the RFP) RFP Number: _____ dated _____, issued by the (Name of the other party) (the "RFP") and to execute and deliver for and on behalf of the Company the RFP documents and to comply with any other requirements connected to or arising from the RFP documents and/or from the RFP process for the firm/company in its name and on its behalf, that is to say:

To act as the Company's/firm's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

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

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

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the compliance of the requirements with any other requirements connected to or arising from the RFP documents and/or from the RFP process.

<p>The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]</p>	<p align="center">----- [name & designation of the person]</p> <p align="center">----- [name & designation of the person]</p>
---	---

Annexure 6: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and we are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 202_.

Signature
(Company Seal)

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

Signed by

Authorized Signatory with designation

Annexure 7: Format of Price Bid

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <http://www.gmdctender.nprocure.com> . The Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)

To,
Senior General Manager (Tech-1),
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052.

Sub: Our Price Bid for Selection of Facility Management Agency for GMDC's project facilities in Panandhro and Ghadsisa of Gujarat State (Package 2)

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

Table A: Service Charges for salary towards the Managerial/ skilled staff

Sr. No.	Scope of Work	Quantity per month (A)	Rate per month Rs. (B)	No. of months (C)	Total yearly Service Fees D= A*B*C
1.	Unit Manager - For Guest House at Panandhro	1		12	
2.	Supervisor Housekeeping at Panandhro	1		12	
3.	Cook at Panandhro	1		12	
4.	Unit Manager - For Guest House and Bachelor Hostel at Ghadsisa	1		12	
5.	Supervisor Housekeeping at Ghadsisa	1		12	
6.	Cook at Ghadsisa	1		12	
	Total				X

Table B: Service Charges for salary towards the unskilled/ semi-skilled manpower

Heading	House-keeper (Unskilled)	Dish Washer / Helper (Unskilled)	Laundry Man (Unskilled)	Assistant Cook (Semi-skilled)	Steward (Semi-skilled)	Remarks
Wages per Day	504	504	504	628	628	Not to be filled
PF@13% of Daily Wages	65.52	65.52	65.52	81.64	81.64	Not to be filled
ESIC@3.75 % To be filled only if applicable						To be filled only if applicable
WCP One time reimbursement, to be filled only if applicable						One time reimbursement, to be filled only if applicable
Bonus@8.33% *Payable only if an individual completes 240 days service in the contract. *Reimbursed after submission of proof of payment.	41.98	41.98	41.98	52.31	52.31	*Payable only if an individual completes 240 days service in the contract. *Reimbursed after submission of proof of payment.
Total Daily Rate						Not to be filled

SELECTION OF FACILITY MANAGEMENT AGENCY FOR GMDC'S MULTIPLE PROJECT FACILITIES OF GUJARAT STATE

Heading	House-keeper (Unskilled)	Dish Washer / Helper (Unskilled)	Laundry Man (Unskilled)	Assistant Cook (Semi-skilled)	Steward (Semi-skilled)	Remarks
payable per. Personnel (a)						
Total Monthly Rate payable per Personnel (M= a x 30 days) Including relivers						Not to be filled
Uniform Allowance @ Rs 300 per month (b) per personnel	300	300	300	300	300	Not to be filled. Payable to Agency for uniform based on average deployment
Any other allowance per month (c) per personnel						To be filled at bidder's discretion
Total Monthly Rate payable per Personnel (M1= M+ b +c)						Not to be filled

SELECTION OF FACILITY MANAGEMENT AGENCY FOR GMDC'S MULTIPLE PROJECT FACILITIES OF GUJARAT STATE

Heading	House-keeper (Unskilled)	Dish Washer / Helper (Unskilled)	Laundry Man (Unskilled)	Assistant Cook (Semi- skilled)	Steward (Semi- skilled)	Remarks
Quantity (no. of manpower required for Panandhro) (e)	4	3	1	3	4	Not to be filled.
Quantity (no. of manpower required for Ghadsisa) (f)	4	3	1	2	4	Not to be filled.
Total amount per month for Panandhro (M1*e)						To be filled by bidder
Total amount per month for Ghadsisa (M1*f)						To be filled by bidder
Grand Total per month for Panandhro (M2)						To be filled by bidder

Heading	House-keeper (Unskilled)	Dish Washer / Helper (Unskilled)	Laundry Man (Unskilled)	Assistant Cook (Semi-skilled)	Steward (Semi-skilled)	Remarks
Grand Total per month for Ghadsisa (M3)						To be filled by bidder
Grand Total per year for Panandhro (M2*12)						To be filled by bidder
Grand Total per year for Ghadsisa (M3*12)						To be filled by bidder
Grand Total per year	$((M2*12) + (M3*12)) = Y$					To be filled by bidder

Table C: Service Charges for Housekeeping, catering and laundry Services (other than man power charges)*

Sr. No.	Facilities Management Services	Monthly Charges in Rs. (a)	No of Months (b)	Yearly Total charges in Rs. (aXb)
1	Housekeeping Services for Panandhro		12	
2	Catering Services for Panandhro		12	
3	Laundry Services for Panandhro		12	
4	Transportation Charges for Panandhro		12	
5	Housekeeping Services for Ghadsisa		12	
6	Catering Services for Ghadsisa		12	
7	Laundry Services for Ghadsisa		12	

Sr. No.	Facilities Management Services	Monthly Charges in Rs. (a)	No of Months (b)	Yearly Total charges in Rs. (aXb)
8	Transportation Charges for Ghadsisa		12	
Total for all services				Z

*Please note the Service charges for Housekeeping and laundry are exclusive of consumable charges. The consumable cost shall be reimbursed at actual as per the relevant provisions in payment terms. Similarly, the Service charges for the Catering Services shall be exclusive of raw material charges but inclusive of LPG refill charges.

Table D: Total Service Fees

Sr. No.	Facilities Management Services	Yearly Total charges in Rs.
1	Service Charges for salary towards the Managerial/ skilled staff	X
2	Service Charges for salary towards the unskilled/ semi-skilled staff	Y
3	Service Charges for Housekeeping, catering, laundry Services and Transportation charges	Z
Total (X+Y+Z)		

- The Service Provision Fees specified in Table D hereinabove includes remuneration of agency's staff, transportation and accommodation and Food expenses and any other expense to be incurred for executing the Scope of Work for both the locations.
- The Service Provision Fees specified in Table D hereinabove represent the net amounts payable exclusive of GST but inclusive of all other applicable taxes, duties, surcharge, and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC for both the locations.
- The Service Fees specified in a table placed in Table D hereinabove shall remain valid for a period of One year from the date of signing of the Agreement except the Table B i.e.: Service Charges for salary towards the unskilled/ semi-skilled manpower. These rates specified in Table B shall be increased or decreased corresponding to proportionate change in the Minimum Wages published by Labor and Employment Department, Central Government on time-to-time basis i.e., Percentage increase or decrease from the previously published Minimum Wages. These shall be considered for both the locations separately.
- Total Prices charges as derived as per the price bid table D shall be used for the Price Bid Evaluation.

e. The Price Bid shall be opened in following Order.

1. The Price Bid of Package 1 shall be opened first. Then, the Composite Score shall first be calculated for **Package 1**. The Bidders shall be ranked in terms of Composite Score obtained for **Package 1** ("**Rank List Pkg 1**"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for Package 1.
2. Upon determining the Preferred Bidder for the Package 1, the Price Bid of the **Package 2** shall be opened (opened only after identification of Preferred Bidder for Package 1 at a separate time). Then, the Composite Score shall first be calculated for **Package 2**. The Bidders shall be ranked in terms of Composite Score obtained for **Package 2** ("**Rank List Pkg 2**"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for **Package 2**.
3. If Same Bidder is identified as Preferred Bidder for the Package 1 and Package 2 , in such case the Price Bid of the same Bidder shall not be opened for the Package 3. The Price Bids of remaining Bidders shall be opened and they shall be ranked in terms of Composite Score obtained for **Package 3** ("**Rank List Pkg 3**"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for **Package 3**.

f. Each Bidder must quote his rates after thorough reading of this RFP document and estimates of his cost through detailed due diligence of the site, statutory laws/regulations including labor laws. Bids with rate not complying with statutory requirements of minimum wages, compliances etc. shall be termed to be non-responsive and rejected. Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.

Each Bidder must quote his rates after through reading of this RFP document and Estimates of his cost through detailed due diligence of the site, statutory laws/regulations. **Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions for respective locations.**

Thanking you,
Yours faithfully

(Seal and Signature of the authorized representative of the Bidder)

Name:

Designation:

**Annexure 8: Format for Bank Guarantee for towards Bid security/Earnest Money Deposit
(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 For Tender No..... Dated..... (bidding document)
For..... (Name of work)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....2024

To,
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052

Dear Sir,

In consideration of Gujarat Mineral Development Corporation Ltd (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 Earnest Money Deposit (EMD) 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 be 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.

We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.

7. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.
9. The Bank has under its constitution power to give this guarantee and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs _____/-**
(Rupees _____ only)
- (II) This Bank Guarantee is valid up to _____ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____(Date).
- (IV) This Bank Guarantee is encashable and payable at _____

Yours faithfully

For _____(Name of the Bank)

Annexure 9: Format for Bank Guarantee for Performance Security

Name of the Bank :
Address :
Guarantee No :
Name of the Agency : M/s _____
Date of Expiry :
Limit to liability : Rs _____/- (Rupees _____ only)

Ref: Tender bearing No. _____ **Subject:**
Bank Guarantee towards Security Deposit.

Date.....2024

To,
 Gujarat Mineral Development Corporation Ltd
 Khanij Bhavan,
 132-Ring Road, Gujarat University Ground, Vastrapur,
 Ahmedabad- 380052

Dear Sir,

In consideration of Gujarat Mineral Development Corporation Ltd (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt **M/s** _____ (hereinafter called "Agency") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender _____. **The present Bank Guarantee is towards Security Deposit (SD)/Performance Security of Bid in terms of Clause No. ____ of Part – ____ of the afore-said bidding document for the due fulfillment by the Agency of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for Rs _____/- (Rupees _____ only)**

- 1) We the _____ (Name of the Bank) hereinafter referred to as "Bank" having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of Rs _____/- (Rupees _____ only) 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 Agency 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 the 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 Agency of any of the terms or conditions contained in the said Bidding Document by reason of the agency's failure to perform according to the terms and 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 Rs _____/- (Rupees _____ only).

- 3) We _____ (Name of the Bank) further agree that GMDC shall be the sole judge of and as to whether the agency 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 be caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the agency in respect of the said document and the decision of GMDC that the agency 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 the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said agency (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said agency (s) shall have no claim against us for making such payment.
- 5) We _____ (Name of the 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 agency 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 thereafter.
- 6) We _____ (Name of the 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 agency 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 agency 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 agency or for any forbearance act or omission on your part or any indulgence by you to the said agency or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.
- 7) We _____ (Name of the 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.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said Agency.
- 10) The Bank has under its constitution power to give this guarantee and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed Rs _____/-
(Rupees _____ only)
- (II) This Bank Guarantee is valid up to _____ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____(Date).
- (IV) This Bank Guarantee is encashable and payable at _____

Yours faithfully

For _____(Name of the Bank)

Annexure 10: List of Approved Banks for EMD and Performance Security if Bidder intends to submit Bank Guarantee

Finance Department, Government of Gujarat's GR for the list of Approved Banks as follows.

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

Read: FD GR. No.: EMD/4/2022/0002/DMO Dt. 20/05/2022

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above read resolutions of this department dated 20/05/2022.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards / Corporations / PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.


(S. Chhachhuak)

Additional Secretary (Budget)
Finance Department

Annexure I.**Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.**

Date: 21/04/2023

(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, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

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

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

(S. Chhakchuak)

Additional Secretary (Budget)

Finance Department

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Selection of Facility Management Agency for GMDC's project facilities in Panandhro and Ghadsisa of Gujarat State

Annexure 11: Minimum guaranteed category wise manpower

For Catering, Housekeeping & laundry services for Panandhro and Gadhsisa the following manpower is required from the agency:

Sr.No.	Category of Manpower	Category	UOM	German Guest House At Panandhro	Guest House At Ghadsisa	Bachelor Hostel At Ghadsisa	Deployment Plan
1	Unit Manager	Administrative	No	1	1		Administrative Position
2	Housekeeping Supervisor	Administrative	No	1	1		Administrative Position
3	Cook	Skilled	No	1	1		
4	Assistant Cook	Semi-Skilled	No	3	1	1	
5	Steward/Pantry Boy	Semi-Skilled	No	4	2	2	
6	Housekeeper	Unskilled	No	4	2	2	
7	Dish Washer/Helper	Unskilled	No	3	1	2	
8	Laundry Man	Unskilled	No	1	1		
9	Reliever	Semi-Skilled	No	3	1	1	
	Total			21	11	8	

Selection of Facility Management Agency for GMDC's project facilities in Panandhro and Ghadsisa of Gujarat State

Annexure 12 : Standardization of Menu Card and its rate

Normal Breakfast– Limited

Sr. No	Particulars	Qty	Unit rate
1.	One Hot Snack	150 gms	20/-
2	Bread / Toast with Butter / Jam	2 Slice	10/-
3	Tea	100 ml	8/-
4	Coffee	100 ml	10/-

A) Special Breakfast : Limited

Sr. No	Particulars	Unit rate
1.	One type of Cereal with Hot or Cold Milk	50/-
2	Juice	
3	Cut Fruits – Seasonal	
4	One Hot Snack	
5	Bread / Toast with Butter / Jam	
6	Tea / coffee	

B) Evening Snacks –Limited

Sr. No	Particulars	Qty	Unit rate
1.	One Hot Snack – 2 Nos	150gms	20/-

C) Normal Lunch - Unlimited

Sr. No.	Particulars	Unit rate
1	1 Dry Vegetable or Pulse preparation	50/-
2	1 Gravy Vegetable preparation	
3	Roti / Puri / Parantha – Any one Item	
4	Salad	
5	Papad	
6	Pickle	
7	Butter Milk / Curd / Raita	
8	Dal Preparation	
9	Rice Preparation	
10	Sweet (Limited)	

Normal Lunch - Limited

Sr. No.	Particulars	Qty	Unit rate
1	1 Dry Vegetable or Pulse preparation	150 gms	40/-
2	1 Gravy Vegetable preparation	150 gms	
3	Roti (5 Nos) / Puri(5 Nos)– Any one Item	200 gms	
4	Salad	25 gms	

SELECTION OF FACILITY MANAGEMENT AGENCY FOR GMDC'S MULTIPLE PROJECT FACILITIES OF GUJARAT STATE

5	Papad	1 Piece	
6	Dal Preparation	150 gms	
7	Rice Preparation	200 gms	

D) Mid Day Lunch :

Sr. No.	Particulars	Qty	Unit Rate
1	Puri (Four No) /Paratha(Two No) /Roti (Four No) and Dry Vegetable	300 Gms	30/-
2	Veg Biryani & Raita	300 Gms	30/-
3	Khichdi &Kadhi	300 Gms	30/-

E) Special Lunch - Unlimited

Sr. No.	Particulars	Unit Rate
1	One Soup	95/-
2	One Starter (Paneer/mushroom/baby corn preparation)	
3	1 Dry Vegetable /Boiled vegetables	
4	1 Gravy Vegetable (Paneer/mushroom/baby corn preparation)	
5	Dry/ Gravy Pulses/vegetables	
6	Roti / Puri/ Paratha – Any one item	
7	Salad	
8	Papad	
9	Pickle	
10	Butter Milk / Curd / Raita	
11	Dal Preparation	
12	Rice Preparation	
13	Sweet (Home made / Brought Out)	

F) VIP Lunch1- Unlimited

Sr. No.	Particulars	Unit rate
1	One Veg Soup	135/-
2	One Starter	
3	One Starter (Paneer/mushroom/baby corn preparation)	
4	1 Dry Vegetable or Pulse preparation	
5	1 Gravy Vegetable preparation	
6	1 Special Paneer Preparation	
7	Roti / Puri / Paratha – Any one item	
8	Green Salad	
9	Russian Salad / Pasta/Assorted Salad	
10	Papad	
11	Pickle	
12	Butter Milk / Curd / Raita	
13	Dal Preparation	
14	Rice Preparation	

SELECTION OF FACILITY MANAGEMENT AGENCY FOR GMDC'S MULTIPLE PROJECT FACILITIES OF GUJARAT STATE

15	1 Sweet (Brought Out / Home Made)	
16	1 Ice Cream	

*Any item in VIP lunch menu can be substituted as per the Guest Requirement.

VIP Lunch 2 - Unlimited

Sr. No.	Particulars	Unit rate
1	One Veg Soup	155/-
2	Paneer Starter	
3	Mushroom / Baby Corn Starter	
3	1 Dry Vegetable or Pulse preparation	
4	1 Gravy Vegetable preparation	
5	1 Special Paneer Preparation	
6	1 Continental Vegetable Preparation	
7	Roti / Puri / Paratha – Any one item	
8	Green Salad	
9	Russian Salad / Pasta/Assorted Salad	
10	Papad	
11	Pickle	
12	Butter Milk / Curd / Raita	
13	Dal Preparation	
14	Rice Preparation	
15	1 Sweet (Brought Out / Home Made) – unlimited	
16	1 Ice Cream – unlimited	

*Any item in VIP lunch menu can be substituted as per the Guest Requirement.

Pricing of A-La- Carte Items

Sr. No.	Items	Quantity	Rate
1	Tea	1	8.00
2	Coffee	1	10.00
3	Standard Fresh fruit plate (Assorted seasonal fruit)	1	40.00
4	Canned fruit juice/Cold drink/Bottled water/Amul Chhas/Lassi	1	MRP
5	Paratha Plain – 150 GMs	1 or2	20.00
6	Paratha stuffed - Aloo/Gobhi/Onion – 150 Gms	1 or2	30.00
7	Bread Toast (02 Pcs) with butter & Jam	2	10.00
8	Vegetable Sandwich / Cheese sandwich	1	25.00
9	Puri 04 nos and subji /Pickle	1	30.00
10	Pavbhaji (one standard plate)	1	30.00
11	Cholay Bhature (2 Standard size pcs)	1	30.00
12	Soup (150 ml) Veg	1	30.00
13	Cornflakes with milk (200 ml)	1	25.00
14	Masala Dosa with sambhar & Chutney	1	40.00
15	Uttapam Plain / Mix Veg. / Onion uttapam	1	40.00
16	Plain Dhosa with sambhar & Chutney	1	30.00
17	Idli (2 pcs) with sambhar & Chutney	1	25.00
18	Khichadi (Sabudana) 1 Plate	1	25.00
19	Medu Vada (2 Pcs) with sambhar & Chutney	1	25.00
20	Dal Vada (2 Pcs) with Chutney	1	25.00
21	Upma - plain/Rava	1	25.00
22	Poha	1	25.00
23	Dhokla / Khaman	1	20.00
24	Samosa 2 piece – 150 Gms	2	20.00
25	Vegitable Cutlet 2piece – 150 Gms	2	20.00
26	Bread Pakoda/ Aloo Vada - 2 Pieces – 150 Gms	1	20.00
27	Assorted Pakoda -150 Gms	1	20.00
28	French fries 1 plate	1	20.00
29	Maggi Noodles - 1 pkt	1	25.00
30	Dahibhalla - 1 plate	1	20.00
31	Flavored Milk / Badam Milk / Plain Milk	1	MRP
32	Lassi Sweet / salt	1	MRP
33	Buttermilk	1	MRP
34	Lemonade / fresh lime soda	1	MRP

Annexure 13: Standardization of Housekeeping materials

Housekeeping materials, equipment's, tools and tackles & consumables to be used by agency for "Providing catering, housekeeping & laundry services for VIP Guest House/A Type Bungalow at ATPS, Neni Cheer".

Sr. No.	Item Description	Make
1	Daily toilet cleaner	Harpic
2	Hard surface cleaner	Taski-R2/ Johnson Diversy
3	Glass cleaner	Taski-R3/ Johnson Diversy
4	Air freshener- liquid	Taski-R5/ Johnson Diversy
5	Deep toilet cleaner	Taski-R6/ Johnson Diversy
6	Kitchen floor cleaner	Suma
7	Bleach for laundry	Ala or equivalent
8	Hand wash liquid	Rozalex / Dettol or equivalent
9	Wet mop set	
10	Wet mop refill	
11	Dry mop set	
12	Dry mop refill	
13	Bathroom wiper	
14	Glass wiper	Mr. Tall 1st
15	WC cleaning Brush	Double Hockey TB
16	Broom (soft)	
17	Broom (hard)	
18	Broom hard with stick	
19	Floor duster	
20	Check duster	
21	Glass duster	
22	Dust pan	
23	Dust pan with brush	
24	Green scrubber	
25	SS scrubber big	
26	Spray gun	
27	Chowk pump (B)	
28	Fan jala brush	
29	Napthalene ball	
30	Air freshener	Odonil
31	Garbage bag (big & small)	
32	Hand gloves	
33	Wash Basin brush	
34	Detergent powder	
35	Hit spray	
36	Toilet rolls	
37	Rinsing/ mopping trolley	
38	Soap (Small)	Lux/Medimix
39	Shampoo Sachet	Dove/ Panteen

Note:

- The above materials and consumables have to be procured and to be used by the agency on daily basis. The actual consumption shall be certified by the EIC and reimbursed monthly with His RA bill. Other details shall be as per scope of work.

- The above mentioned equipment must be of ISI and of industrial grade from standard manufacturer.

Annexure 14: Standardization of Quality Brands

Sr. No.	Item Description	Quality/ Brand
1	Atta	Annapurna/ Shaktibhog /Ashirbad 100% Wheat atta .
2	Fine flour (Maida)	Any reputed brand as approved by Owner's authorized representative.
3	Gram Flour (Besan)	Fortune
4	Sabudana	Varlaxmi
5	Rice	HMT
6	Noodles	Maggie/yeppi
7	Broken Rice (Kani Rice)	Cleaned as approved by Owner's authorized representative.
8	White peas	Cleaned as approved by Owner's authorized representative.
9	Milk Powder	Amul/Sagar
10	Sugar	Cleaned & Good quality as approved by Owner's authorized representative.
11	Juggery (Gud)	Cleaned & Good quality as approved by Owner's authorized representative.
12	Chana Dal	Any reputed brand Packed as approved by Owner's authorized representative.
13	Rosted Chana	Any reputed brand Packed as approved by Owner's authorized representative.
14	Lentil Dal (Masoor)	Any reputed brand Packed as approved by Owner's authorized representative.
15	Yellow Moong Dal	Any reputed brand Packed as approved by Owner's authorized representative.
16	White udad Dal	Any reputed brand Packed as approved by Owner's authorized representative.
17	Kidney beans (Rajama)	Any reputed brand Packed as approved by Owner's authorized representative.
18	Pegion Peas Dal (Toor Dal)	Any reputed brand Packed as approved by Owner's authorized representative.
19	Black Gram (Desi Chana)	Any reputed brand Packed as approved by Owner's authorized representative.
20	Chick Peas (Kabuli Chana)	Any reputed brand Packed as approved by Owner's authorized representative.
21	Green Gram Whole (Akha Moong)	Any reputed brand Packed as approved by Owner's authorized representative.
22	Green Peas	Any reputed brand Packed as approved by Owner's authorized representative.
23	Aniseed/Saunf	Cleaned & Good quality as approved by Owner's authorized representative.
24	Asfoetida (Hing)	Ramdev/MDH
25	Green Cardmon (Small Elaichi)	Good quality as approved by Owner's authorized representative.
26	Cinnamon Sticks (Dalchini)	Good quality as approved by Owner's authorized representative.
27	Kashmir Red Chilli whole	Everest/ Ramdev/MDH.
28	Red chilli whole	Everest/ Ramdev/MDH
29	Red chilli powder	Everest/ Ramdev/MDH.
30	Trumeric Powder	Everest/ Suruchi / Ramdev
31	Corinder Powder	Everest/ Suruchi / Ramdev
32	Corinder whole	Good quality as approved by Owner's authorized representative.
33	Tooth Pick	West land
34	Coconut Powder	Good quality as approved by Owner's authorized representative.

SELECTION OF FACILITY MANAGEMENT AGENCY FOR GMDC'S MULTIPLE PROJECT FACILITIES OF GUJARAT STATE

Sr. No.	Item Description	Quality/ Brand
35	Cumin Seed	Good quality as approved by Owner's authorized representative.
36	Musterd seed	Good quality as approved by Owner's authorized representative.
37	Black Pepper whole	Any reputed brand Packed
38	White sesame seeds	Any reputed brand Packed
39	Salt	Tata
40	Black salt	Good quality as approved by Owner's authorized representative.
41	Melon seeds	Good quality as approved by Owner's authorized representative.
42	Chole Masala	Everest/ Suruchi / Sunriseor
43	Chat Masala	Everest/ Suruchi / Sunriseor
44	Garam Masala	Everest/ Suruchi / Sunriseor
45	Sambhar Masala	Everest/ Suruchi / Sunriseor
46	Oil	Sunflower/Mustered/Ricebran oil of Fortune
47	Tea	Brookbond Red lable/Tata Premium
48	Pickle	Priya/Nillons/ Suruchi
49	Soya Sauce	Chings/ Nestle
50	Red Chilli Sauce	Chings/ Nestle
51	Tomato Sauce	Nestle/Heinze
52	Cornflour	Weikfield
53	Citric Acid (Lemon fool)	Maruti
54	Pea nuts	Good quality as approved by Owner's authorized representative.
55	Papad	Lijjat
56	Kasuri methi	Everest/ Suruchi / Sunrise
57	Kitchen King Masala	Everest/ Suruchi / Sunrise
58	Vinegar	Any reputed brand as approved by Owner's authorized representative.
59	Big Cardmom	Good quality as approved by Owner's authorized representative.
60	Vermicelly	Cook Well/Bombino
61	Glattened Rice (Poha)	Any reputed brand Packed as approved by Owner's authorized representative.
62	Rangoli Val	Any reputed brand Packed as approved by Owner's authorized representative.
63	Gulab Jamun Powder	Everest/ Ramdev
64	Tamarind	Any reputed brand Packed as approved by Owner's authorized representative.
65	Semolina (rawa)	Any reputed brand Packed as approved by Owner's authorized representative.
66	Mustard seed	Any reputed brand Packed as approved by Owner's authorized representative.

Annexure 15: Standardization of Laundry rates

Sr. No.	Items	Rates	
		Rate for Washing & ironing (Rs)	Rate for ironing (Rs)
1	Trouser	4.00	2.00
2	Shirt/ T Shirt	4.00	2.00
3	Towel	3.00	2.00
5	Vest	2.00	1.00
7	Socks/ Handkerchief	2.00	1.00
8	Shorts	2.00	2.00
9	Saree	8.00	3.00
10	Night Dress(Ladies)	6.00	3.00
11	Night Dress(Gents)	6.00	3.00
12	Dhoti	5.00	2.00
13	Salwar Kameez	6.00	3.00
14	Bed Sheets	8.00	3.00
15	Pillow Cover	2.00	1.00

Annexure 16: Undertaking for Indemnity

We/I hereby undertake to indemnify GMDC from any liability arising out of death or injuries of manpower deployed by us, any legal proceedings due to breach in labor laws, third party damage on account of negligence of staff deployed by us, at both the locations if this project is awarded to us.

Dated this ____ day of _____ 202_.

Signature
(Company Seal)

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



Gujarat Mineral Development Corporation Ltd.
(A Government of Gujarat Enterprise)

CIN No. : L14100GJ1963SGC001206

Khanij Bhavan, 132 ft. Ring Road, Near Gujarat University Ground, Vastrapur, Ahmedabad- 380052 India