

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-11-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Gujarat
विभाग का नाम/Department Name	Rural Development Department Gujarat
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	382011
वस्तु श्रेणी /Item Category	Hiring of Consultants - Per Person Per Month Based - Subject Matter Experts; Legal Subject Matter Expert; LLB with Domain Knowledge Expertise; Yes
अनुबंध अवधि /Contract Period	2 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	5000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईएमडी राशि/EMD Amount	150000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	24

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be

in favour of Beneficiary, wherever it is applicable.

लभार्थी /Beneficiary :

Managing Director

GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) Limited (A Govt. of Gujarat Undertaking) Block No.18, 3rd Floor, Udhog Bhavan, Sector 11, Gandhinagar: 382011, Gujarat, India
(Glpc)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Financial Bid Format - [1760768634.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:[1760768700.pdf](#)

Profile of Consultants:[1760768704.pdf](#)

Pre-qualifications Criteria:[1760768711.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
QCBS	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) Limited
(A Govt. of Gujarat Undertaking)
Block No.18, 3rd Floor, Udhog Bhavan, Sector 11, Gandhinagar: 382011, Gujarat, India

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
04-11-2025 16:00:00	GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) Limited (A Govt. of Gujarat Undertaking) Block No.18, 3rd Floor, Udhog Bhavan, Sector 11, Gandhinagar: 382011, Gujarat, India

Hiring Of Consultants - Per Person Per Month Based - Subject Matter Experts; Legal Subject Matter Expert; LLB With Domain Knowledge Expertise; Yes (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Subject Matter Experts
Consultant's Profile	Legal Subject Matter Expert
Indicative generic Qualification of consultants/ resources/ SME	LLB with Domain Knowledge Expertise
Proof of Concept (POC) Required	Yes
Total Experience of Consultants/ Resources (in Years)	10 to 14 Year
Deployment of Consultants/Resource	Hybrid
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	10
Required Educational Qualification of Consultants	LLB
Position of the Consultant	PF Consultant

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
1	Meenaben Girishbhai Patel	382011,Gujarat Livelihood Promotion Company Ltd. A Government of Gujarat undertaking, 18/3,Udhyog Bhavan, Gandhinagar, Gujarat	1	Duration of Hiring of Consultant/SME in months During the Contract Period : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- Creating BoQ bid for single item.
- Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- Floating / creation of work contracts as Custom Bids in Services.
- Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- Seeking experience from specific organization / department / institute only or from foreign / export experience.
- Creating bid for items from irrelevant categories.
- Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- Reference of conditions published on any external site or reference to external documents/clauses.
- Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase

Preference sections of the bid, unless otherwise allowed by GeM GTC.

16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



Gujarat Livelihood Promotion Company (GLPC) Limited

(A Govt. of Gujarat Undertaking)

**RFP No. GLPC/Consultant/Labour
Law/2025**

Date: 18-10-2025

**APPOINTMENT OF LABOUR LAW CONSULTANT FOR
GUJARAT LIVELIHOOD PROMOTION COMPANY**

Issued by

**GUJARAT LIVELIHOOD PROMOTION COMPANY
(GLPC) Limited**

(A Govt. of Gujarat Undertaking)

Block No.18, 3rd Floor, Udhog Bhavan, Sector 11,

Gandhinagar: 382011, Gujarat, India

Corporate Identification No (CIN):

U74900GJ2010SGC060349 Website: www.glpc.co.in

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2. Disclaimer

2.1. The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Gujarat Livelihood Promotion Company (GLPC) Limited., or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

2.2. This RFP is not an agreement and is neither an offer nor invitation by Gujarat Livelihood Promotion Company (GLPC) Limited to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Third Party Inspection works. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Gujarat Livelihood Promotion Company (GLPC) Limited, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

2.3. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Gujarat Livelihood Promotion Company (GLPC) Limited, accepts no responsibility for the accuracy or other—wise for any interpretation or opinion on the law expressed herein.

2.4. Gujarat Livelihood Promotion Company (GLPC) Limited., its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

2.5. Gujarat Livelihood Promotion Company (GLPC) Limited, also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

2.6. Gujarat Livelihood Promotion Company (GLPC) Limited, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

2.7. The issue of this RFP does not imply that Gujarat Livelihood Promotion Company (GLPC) Limited, is bound to select a bidder or to appoint the Selected Bidder, as the case may be, for the inspection works and Gujarat Livelihood Promotion Company (GLPC) Limited, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Gujarat Livelihood Promotion Company (GLPC) Limited, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Gujarat Livelihood Promotion Company (GLPC) Limited, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process

3. INVITATION FOR PROPOSAL

3.1 INTRODUCTION

GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) LIMITED invites Open Tenders under single stage, two

packet system from Agencies, who fulfil qualification criteria as stipulated in Minimum Eligibility Criteria, for the Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company.

3.1 Background

GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) Limited was incorporated by the Government of Gujarat. Gujarat Livelihood Promotion Company (GLPC) is the executive arm of Mission Mangalam, the implementation agency for Deendayal Antyodaya Yojna National Rural Livelihood Mission (DAY-NRLM). It has been registered under The Companies Act 1956.

3.2 Key details:

The details of the tenders are as follows:

Tender No.	GLPC/CONSULTANT/LABOUR LAW/2025
Name of Work	"Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company"
Approximate cost of work	Rs.50 lakh (Rupees fifty Lakhs)
Completion Period / Tenure of Work	2 years
EMD Amount(Refundable after award of work)	INR 1.5 lakh as Bank-Guarantee/Demand Draft EMD (in original) shall be accepted only up to 07/11/2025 before 17:00 hrs. On day of bid submission in office of General Manager - Microfinance at the address mentioned hereinafter. Demand Draft/ BG drawn on a Scheduled Commercial Bank based in India and should be in favor of "GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) Ltd" payable at Gandhinagar/Ahmedabad

Pre-proposal conference	Date: 04/11/2025 before 17:00 Hrs. Venue: Conference Room, GLPC The interested Bidders can send their participation details (i.e. Name, Mobile no., Email ID, Name of firm) through E-mail to gmmf@glpc.co.in on or before)
Last Date and time of submission of Tender	17/11/2025 before 17:00 hrs.
Opening of Technical Bid	To be informed
Date and Time of opening of online Financial bid	To be informed
Evaluation	The technical and financial evaluation will be by QCBS taking weightage of technical proposal 70% and financial proposal 30%.
M. Venue of physical submission and Opening of Bid (i.e., Envelope – 1 & 2)	GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) LIMITED. (A Govt. of Gujarat Undertaking), Block No.18, 3rd Floor, Udhog Bhavan, Sector 11, Gandhinagar: 382011, Gujarat, India
N. Tender validity	180 days from its submission date
P. Performance Guarantee	5% of Contract Value

The bidder shall be debarred from participating in future tenders for a period of 2 years from the date of discharge of tender/ date of cancellation of LOA/ annulment of award of contract as the case may be after reasonable opportunity of being heard. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ tender Security.

Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

3.3 Notes to Bidders:

3.3.1. The Bidder may download the tender document along with Addendum/ Clarification (if any) from gem.gov.in and GLPC's Website www.glpc.co.in. The interested Bidder shall submit the same with tender submittal untampered, duly signed and stamped on each page.

3.3.2. Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc. will not be

Signature & Stamp of Bidder (Authorized Person from Bidder)

published in the newspapers but the same will be uploaded GLPC website, as mentioned above.

- 3.3.3. GLPC reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the GLPC for rejection of his proposal.
- 3.3.4. GLPC also does not bind itself to accept the lowest rate / Highest rank bidder. GLPC shall award of work after evaluation looking into feasibility, capacity and competency of the agency.
- 3.3.5. If any Scheduled event(s) of tender activity falls on public holiday, then the same will be conducted on the next working day at the same mentioned time.

Our Contact person for this tender is GM (Microfinance) with mail-ID gmmf@glpc.co.in; Telephone +91 79 23248513/14.

In pursuance of the above, the GLPC has decided to carry out the process for selection of a qualified and experience entity (the consultant) for Labour Law Consultant for Gujarat Livelihood Promotion Company. The successful agency/ consultant will carry out the works in accordance with Terms of Reference specified at Section – III, Scope of Work /ToR.

3.4. Request for Proposal

The GLPC invites Proposals (the "Proposals") for selection of Labour Law Consultant, who shall ensure the following works;

- (a) Appear in ongoing Hearing of EPF Department u/s 7(A).
- (b) Represent the Case on behalf of GLPC
- (c) Advise the management on such Statutory compliances,
- (d) Preparation and filing of monthly Returns, Text File, ECR etc. for all 7(A) periods.
- (e) Preparing and filing replies to various notices issued by EPF authorities.
- (f) Liaisoning with EPF departments / authorities in connection with labour law compliances
- (g) Other activities as mentioned in ToR / Scope of Work.

3.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date/Bid Submission date.

3.5.1. Brief description of the Selection Process

The GLPC has adopted a Single stage two envelope bidding (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified. Based on the technical evaluation, a list of short-listed Bidders shall be prepared as specified. In the second stage, a financial evaluation will be carried out as per the terms mentioned financial evaluation. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Bidder shall be selected for award of contract (the "Selected Bidder / Consultant") while the second ranked Bidder will be kept in reserve.

Signature & Stamp of Bidder (Authorized Person from Bidder)

3.6. Payment to Consultant / Agency

All payments to the Successful Agency shall be made in INR in accordance with the provisions of this RFP.

3.7. Pre proposal Meeting

3.7.1. A pre-proposal conference will be on Date: 04/11/2025 before 17:00 Hrs. Venue: Conference Room, GLPC. The bidders can email their queries at: gmmf@glpc.co.in; GLPC will respond to the queries on or before 30/10/2025 before 17:00 Hrs.

3.7.1(I). All communications, including the envelopes, should contain the following information, to be marked as

RFP / Tender no. GLPC/CONSULTANT/LABOUR LAW/2025
“Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company”

3.8. Corrigendum / Addendum / Clarifications

3.8.1. Any Corrigendum / Addendum / Clarifications issued by GLPC for the RFP shall be published only on GLPC's website (i.e. <https://www.glpc.co.in>) and GeM Portal. No separate information shall be communicated to individual bidders.

3.8.2. The bidder to ensure that submission of Technical Bid is to be made Online & in Physical form. There shall not be any change to technical bid submitted Online & Physical. In case of any discrepancy in submission of Technical Bid between physical and online form, the Technical Bid submitted online will prevail and will be considered for evaluation.

4. Section – I, Instructions to Bidder

4.1. GENERAL

4.1.1. Scope of Proposal

- 4.1.1.1.** Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in ToR / Scope of Work. The term Bidder (**the “Bidder”**) means the Sole Firm / Company as the case may be. In case a Bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as individually (the “Sole Firm”) in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. **The Bidder may note that participation in JV / Consortium is not permitted.**
- 4.1.1.2.** Bidders are advised that the selection of Agency shall be on the basis of an evaluation by the **GLPC** through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the GLPC's decisions are without any right of appeal whatsoever.
- 4.1.1.3.** The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. The submission of technical & financial proposal is mentioned as below;
- (a)** Technical Bid is to be submitted physically at Block No.18, 3rd Floor, Udhog Bhavan, Sector 11, Gandhinagar: 382011.
 - (b)** Financial Bid is to be filled up on the online portal GeM as mentioned in financial bid submission. The format of submission of financial bid is similar to the Appendix-II of this document. The bidder may note that the financial bid is not to be submitted in physical mode.

Upon selection, the Bidder/Bidder shall be awarded with work order.

4.2. Deployment of Resources

- 4.2.1.** A suitable qualified resources / experts will require to be deputed at GLPC's office or any other office on requirement basis for necessary labour law compliance or for coordination work as mentioned in scope of work.

4.2.2. Minimum conditions of Eligibility of Bidders / Bidders

- 4.2.2.1.** Bidder must read carefully the minimum conditions of eligibility provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for further evaluation.
- 4.2.2.2.** To be eligible for evaluation of its Bid / Proposal, the Bidder / Bidder shall fulfil the following:
- (a)** The Bidder shall be any person i.e. Company, LLP, Partnership Firm, Proprietor, Public or any Private Organization etc. A copy of certificate of incorporation/Registration shall be furnished along with the bid in support of above.
 - (b)** The Bidders shall not be blacklisted by any Government Agency in India on or before the Due Date and time of Bid submission;
 - (c)** The Bidders shall not be under a declaration of ineligibility for corrupt and

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fraudulent practices by the Central / State Government, any PSU in India.;

4.3. Voting agreements;

- 4.3.1.** In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 4.3.2.** In case of an un incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4.3.3.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 4.3.4.** The Bidder is required to submit necessary supporting documents with respect to eligibility of above mentioned criteria in their submission under separate head. The supporting document must be furnished for all the assignments showcased such as duly signed work order/ agreement/ certificates received from the clients establishing the provision of consulting services, wherever it is applicable.
 - 4.3.4.1.** Any entity which has been barred by the Government of India, any State Government, a statutory authority, a public sector undertaking or any Government body, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
 - 4.3.4.2.** An Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
 - 4.3.4.3.** While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

4.4. Conflict of Interest

A Bidder shall not have a conflict of interest. All Bidder found to have a conflict of interest shall be disqualified. Bidders shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

- 4.4.1.** a Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for / on implementation of the project;
- 4.4.2.** a Bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
- 4.4.3.** a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to

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procurement for / on implementation of the project, if the personnel would be involved in any capacity on the same project.

4.4.3.1. Each Bidder, or any associate will be required to confirm and declare in the Tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount.

4.4.3.2. GLPC may, at its discretion, extend this date for the submission of tender by amending the Tender Documents, in which case all rights and obligations of GLPC and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by GLPC or happens to be non-working day for GLPC due to any reason, then the next official working day shall be deemed as the date for submission of tender.

4.5. Number of Proposals

No Bidder or its Associate shall submit more than one Application for the Consultancy. The Bidder may note that participation in JV / Consortium is not permitted.

4.6. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the **GLPC**, Project site etc. The **GLPC** will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

4.7. Acknowledgement by Bidder

4.7.1. It shall be deemed that by submitting the Proposal, the Bidder has:

4.7.1.1. made a complete and careful examination of the RFP;

4.7.1.2. received all relevant information requested from the GLPC;

4.7.1.3. acknowledged that it does not have a Conflict of Interest

4.7.2. The **GLPC** shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the **GLPC**.

4.8. Right to reject any or all Proposals

4.8.1. Notwithstanding anything contained in this RFP, the **GLPC** reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without

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assigning any reasons thereof.

4.8.2. Without prejudice to the generality, the **GLPC** reserves the right to reject any Proposal if:

4.8.2.1. at any time, a material misrepresentation is made or discovered, or

4.8.2.2. the Bidder does not provide, within the time specified by the **GLPC**, the supplemental information sought by the **GLPC** for evaluation of the Proposal. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Bidder gets disqualified/ rejected, then the **GLPC** reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the **GLPC**, including annulment of the Selection Process.

4.9. DOCUMENTS

4.9.1. Contents of the RFP

4.9.2. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment.

4.9.3. Invitation for Proposal

4.9.3.1. Section – I, Instructions to Bidder

4.9.3.2. Section – II, Criteria for Evaluation

4.9.3.3. Section – III, Scope of Work

4.9.3.4. Section – IV, Conditions of Contract

4.9.3.5. Section – V, Technical & Financial Proposal Technical Proposal, it includes;

- a) Form 1: Letter of Proposal
- b) Form 2: Particulars of the Bidder
- c) Form 3: Statement of Legal Capacity
- d) Form 4: Power of Attorney
- e) Form 5: Abstract of Eligible Assignments of the Bidder / Experience of the bidder
- f) Form 6: Eligible Assignments of Bidder
- g) Form 7: Undertaking for Corrupt & Fraudulent Practice
- h) Form 08: Undertaking for Downloaded Tender Document
- i) Form 09: Undertaking for Encashment / Forfeiture of Tender Security
- j) Form 10: Undertaking for DIPP
- k) Form 11: Form for seeking queries
- l) Form 12: Form for Tender Security

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- m) Form 13: Check List –for submission of Bid Physically & Online
- n) Financial Proposal, it includes; (i)Form 1 : Covering Letter
(ii) Form 2: Financial Proposal

4.10. Clarifications

4.10.1. Bidders requiring any clarification on the RFP may send their queries to the GLPC in writing, as per the form-19, before the date mentioned in the Schedule of Selection. The envelopes shall clearly bear the following identification:

4.10.1.1. Queries/Request for Additional Information concerning RFP for “Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company”.

Alternatively, the queries can be e-mailed to the address given in the RFP. The **GLPC** will endeavor to respond to the queries within the period specified therein but not later than 07 (Seven) days prior to the Proposal Due Date. The responses / clarifications will be uploaded on GLPC’s website.

4.10.2. The **GLPC** reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the **GLPC** to respond to any question or to provide any clarification.

4.11. Amendment of RFP

4.11.1. At any time prior to the deadline for submission of Proposal, the **GLPC** may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/ Amendment and intimate the same to bidder vide email / postal communication.

4.11.2. All such amendments will be binding on all Bidders.

4.11.3. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the **GLPC** may, in its sole discretion, extend the Proposal Due Dates.

4.12. PREPARATION AND SUBMISSION OF PROPOSAL

4.12.1. Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

4.12.2. Format and signing of Proposal

4.12.2.1. The Bidder shall provide all the information sought under this

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RFP. The GLPC would evaluate only those Proposals that are received in the specified forms and complete in all respects.

- 4.12.2.2.** The proposal is invited in two parts i.e. (a) Technical Bid (physical & online form) (b) Financial bid (online only). The Bidder shall prepare one original set clearly marked as "ORIGINAL", along with copy Documents, marked "COPY".

4.12.3. Technical Bid (to be submitted in physical form & online)

Technical Bid shall be submitted in three separate Envelope duly completed in all respects. These three envelopes will be wrapped in an outer envelope addressed to designated officer, duly super scribing on top the Tender Notice No., Tender No., name of the work, time and date of submission. The envelope should also bear the name and address of the Bidder.

Envelope – 1, should marked as “EMD (Earnest Money Deposit)”,

Envelope – 2, should marked as “Technical Bid” containing documents (i.e. Technical Proposal) with index, page numbering.

Envelope – 3, should marked as “Tender Document” containing the unfilled copy of Tender Document signed and stamp as token of acceptance of all terms and conditions mentioned in tender document

Hence, the outermost envelope/package will contain three sealed inner envelopes.

- 4.12.3.1.** The name of the Proforma / Envelope to be mentioned clearly in words Envelope – 1, “EMD”, Envelope – 2, “Technical Bid” and Envelope – 3 “Tender Document” as the case may be on the top of the respective Proforma / Envelope.
- 4.12.3.2.** These three envelopes to be placed in a single cover clearly written on the top as “Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company” which should be submitted in physical form on or before the last date and time of tender submission. Late submission of tenders will not be accepted.
- 4.12.3.3.** The Bid duly completed in all respects with the inscription as mentioned above should be submitted on or before the last date and time of submission at office address mentioned.
- 4.12.3.4.** Each and every page of these submission (i.e. Technical Bid, Envelope – 1 to 3) must be signed, stamped by the authorized person of the Agency.
- 4.12.3.5.** The outer one sealed envelope shall have to be sent at GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) Limited, Gandhinagar (as mentioned in Table 1.1.2) on or before due date and time by RPAD / Speed Post/ Courier/ Hand delivery. No responsibility will be accepted by the GLPC for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

4.12.4. Financial bid (to be submitted online only)

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Financial Bid is not to be submitted in physical form as it has to be filled up on portal online at **GeM** Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened online. The tender form for the financial bid is prescribed in tender / RFP document as 'Online financial proposal'.

4.12.4.1. The agency / Bidder is advised to submit the proposals well before time. No claim whatsoever will be entertained if submissions are not received by due dates.

4.12.4.2. The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other change made on the printed/typed/written documents shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") of the Agency.

4.12.4.3. by the proprietor, in case of a proprietary firm; or

4.12.4.4. by a partner, in case of a partnership firm and/or a limited liability partnership; or

4.12.4.5. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

4.12.4.6. Bidders should note the Bid Submission date, as specified for submission of Bid. Except as specifically provided in this RFP or in the matters related to confirmation of legal aspects, no supplementary material will be entertained by the **GLPC**, and that evaluation will be carried out only on the basis of documents received by the closing time of Bid Submission Date as specified above. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the **GLPC** reserves the right to seek clarifications under and in accordance with the provisions

4.12.5. Technical Proposal (Envelope – 1)

4.12.5.1. Bidders shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal"). While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) Tender Fees is submitted along with bid submission
- b) The Bid Security (i.e., Tender Security / EMD) is provided;
- c) The technical proposal in the formats at Appendix-I with necessary attachment.
- d) Signed and Stamp Copy of Tender Document / RFP as token of acceptance of all terms and conditions

4.12.5.2. Failure to comply with the requirements shall make the Proposal liable to be rejected.

4.12.5.3. If an individual Key Personnel appointed for compliance of Labour laws makes a false averment regarding his qualification, experience or other particulars, or his

commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the GLPC for a period of 5 (five) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

4.12.5.4. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

4.12.5.5. The **GLPC** reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the **GLPC** to undertake such verification shall not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the **GLPC** there under.

4.12.5.6. In case it is found during the evaluation or at any time before awarding work order or after its execution and during the period of subsistence thereof, that one or more of the eligibility 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, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the **GLPC** without the **GLPC** being liable in any manner whatsoever to the Bidder or Agency, as the case may be.

4.12.5.7. In such an event, the **GLPC** shall forfeit and appropriate the Bid Security / Performance Security as mutually agreed pre-estimated compensation and damages payable to the **GLPC** for, *inter alia*, time, cost and effort of the **GLPC**, without prejudice to any other right or remedy that may be available to the **GLPC**.

4.12.6. Financial Proposal (Envelope – 2)

4.12.6.1. Bidders shall submit the financial proposal on **GeM**. The formats to be filled on **GeM** is given at Appendix-II (the "Financial Proposal"). In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

4.12.6.2. While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) The rates and prices are for completed and finished items of the Services and shall be complete in all respect. It shall include all the cost of all labour,

supervision, men, materials, all kind of transportation (local or outside) involved in rendering this service, temporary works/services, office set-up, all general risks, insurance liabilities, compliance with Labour Laws and any obligations set out or implied in the Contract.

- (ii) The Financial Proposal shall take into account all expenses, including tax liabilities in Bid Evaluation. For the avoidance of doubt, it is clarified that GST as applicable will be reimbursed. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

4.12.6.3. The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

4.12.6.4. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

4.12.6.5. The rates quoted shall be firm throughout the period of performance of the assignment / period specified in RFP and discharge of all obligations of the successful agency under the Agreement.

4.12.7. Proposal Due Date / Bid Submission Date

4.12.7.1. Proposal should be submitted on or before **17/11/2025 5.00 PM**/1700 Hrs. on the Proposal Due Date / Bid Submission Date specified as above at the address provided and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

4.12.7.2. The GLPC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders.

4.12.8. Late Proposals

4.12.8.1. Proposals received by the GLPC after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

4.12.9. Modification/ substitution/ withdrawal of Proposals

4.12.9.1. The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the GLPC prior to Proposal Due Date / Bid Submission date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date / Bid Submission date.

4.12.9.2. The modification, substitution, or withdrawal notice shall be

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prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the GLPC, shall be disregarded.

4.12.10. BID SECURITY

4.12.10.1. The Bidder shall submit with his Tender a Bid Security / Tender Security for the sum mentioned in Bid Document in any one of the following forms.

- (i) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in Schedule – I.
- (ii) Demand Draft / Pay Order / Bank Draft in favor of “GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) LIMITED” payable at Gandhinagar/Ahmedabad from a Scheduled Commercial bank based in India,
- (iii) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of “GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) LIMITED”.
- (iv) The Tender Security shall remain valid for a period of 30 days beyond the tender validity period (i.e. 90+30=120 days) from the last date of submission of tender and with a provision that it shall be suitably extended on the request of GLPC. The tender security shall be submitted in a sealed envelope clearly marked on top “Tender Security for tender no. GLPC/CONSULTANT/LABOUR LAW/2025”

4.12.10.2. Any Bid not accompanied by the Bid Security shall be rejected by the **GLPC** and considered as nonresponsive.

4.12.10.3. The **GLPC** shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

4.12.10.4. The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the **GLPC's** any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the **GLPC** as the mutually agreed pre-estimated compensation and damage payable to the **GLPC** for, *inter alia*, the time, cost and effort of the **GLPC** in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (i) If a Bidder submits a non-responsive Proposal;
- (ii) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the

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Bidder from time to time;

- (iii) In the case of the Selected Bidder, if the Bidder fails to confirm its commitments during negotiations as mentioned
- (iv) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified

4.12.11. EVALUATION PROCESS

4.12.11.1. Evaluation of Proposals

- (i) The **GLPC** shall inform the date & time to open the Technical bid.
- (ii) Proposals for which a notice of withdrawal has been submitted shall not be opened.
- (iii) Prior to evaluation of Proposals, the **GLPC** will determine whether each Proposal is responsive to the requirements of the RFP. The **GLPC** may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
 - a. the Technical Proposal is received in the form specified at Appendix-I;
 - b. it is received by the Proposal Due Date including any extension thereof.
 - c. it is accompanied by the Bid Security as specified in RFP Processing fee.
 - d. it is signed, sealed, bound together in cover and marked as stipulated
 - e. it is accompanied by the Power of Attorney in original as specified
 - f. it contains all the information (complete in all respects) as requested in the RFP;
 - g. it does not contain any of the qualifications; and
 - h. it is not non-responsive in terms hereof.

4.12.11.2. The **GLPC** reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the **GLPC** in respect of such Proposals.

4.12.11.3. The **GLPC** shall subsequently examine and evaluate Proposals in accordance with the Selection Process and the criteria set out in this RFP.

4.12.11.4. After the technical evaluation, the **GLPC** shall prepare a list of pre-qualified and shortlisted Bidders for opening of their Financial Proposals. The date, time and venue will be notified to all selected Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The **GLPC** will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms mention.

4.12.11.5. Bidders are advised that Selection will be entirely at the discretion of the **GLPC**. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the

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Selection Process or Selection will be given.

- 4.12.11.6.** Any information contained in the Proposal shall not in any way be construed as binding on the **GLPC**, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

4.12.12. CONFIDENTIALITY

- 4.12.12.1.** Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the GLPC in relation to matters arising out of, or concerning the Selection Process. The GLPC will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The GLPC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the GLPC.

4.12.13. CLARIFICATIONS

- 4.12.13.1.** To facilitate evaluation of Proposals, the GLPC may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the GLPC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 4.12.13.2.** If a Bidder does not provide clarifications sought as above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the GLPC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the GLPC.

4.12.14. APPOINTMENT OF AGENCY

4.12.14.1. Negotiations

- (i) The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Agency under this RFP, unless the bid price is substantially front loaded in the opinion of GLPC. Issues such as understanding of the RFP, methodology and execution of work shall be discussed during negotiations.

4.12.14.2. Award of Consultancy

- (i) After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the **GLPC** to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the issue 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 Selected Bidder is not received by the stipulated date, the **GLPC** may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and

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damage suffered by the **GLPC** on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest ranking Bidder may be considered.

4.12.14.3. Commencement of assignment

- (i) The Consultant shall commence the Services from the issuance of LoA or as per the instruction of employer. If the Consultant fails to commence the assignment as specified herein, the **GLPC** may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited

4.12.14.4. Proprietary data

- (i) all documents and other information provided by the **GLPC** or submitted by a Bidder to the **GLPC** shall remain or become the property of the **GLPC**. Bidders and the agency, as the case may be, are to treat all information as strictly confidential. The **GLPC** will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the agency to the **GLPC** in relation to the inspection work shall be the property of the **GLPC**. The Consultant shall maintain confidentiality of all data and comply with Digital Personal Data Protection Act, 2023 as when applied.

4.12.15. FRAUD AND CORRUPT PRACTICES

4.12.15.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the GLPC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the GLPC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the GLPC for, *inter alia*, time, cost and effort of the GLPC, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

4.12.15.2. Without prejudice to the rights of the GLPC under the rights and remedies which the GLPC may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the GLPC 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 Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by the GLPC during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the GLPC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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4.12.15.3. For the purposes of this Section, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **GLPC** who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the **GLPC**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the **GLPC** in relation to any matter concerning the Project;
- (ii) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (iv) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the **GLPC** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection 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 Selection Process.

4.12.16. PRE-PROPOSAL CONFERENCE

4.12.16.1. There is pre-proposal conference scheduled for solution of general queries. The interested Bidders can mail the queries to GLPC prior to conference

4.12.16.2. The GLPC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

4.12.17. MISCELLANEOUS

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

4.12.17.2. The Bidder will not make or cause to be made any alteration, erasure or obliteration to the text of the RFP, Form, Annexures,

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Schedule etc.

- 4.12.17.3.** The **GLPC**, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 4.12.17.4.** suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- 4.12.17.5.** consult with any Bidder in order to receive clarification or further information to support legal aspects;
- 4.12.17.6.** retain any information and/or evidence submitted to the **GLPC** by, on behalf of and/or in relation to any Bidder; and/or
- 4.12.17.7.** 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.
- 4.12.17.8.** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the **GLPC**, 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 herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4.12.17.9.** All documents and other information supplied by the **GLPC** or submitted by a bidder shall remain or become, as the case may be, the property of the **GLPC**. The **GLPC** will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential. The **GLPC** reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 4.12.17.10.** GLPC reserve the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

5. Section – II, Criteria for Evaluation

5.1. Evaluation of Technical Proposals

Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for detailed technical evaluation. In the first stage, the technical capability of the Bidder will be evaluated and short listed.

The Technical Proposal will be evaluated based on the following criteria. Each of the parameters is detailed in the subsequent sections.

S. No.	Evaluation Parameter	Total Marks
A	Experience of the bidder in the relevant field	60 marks
B	Quality of Bid: Approach & Methodology and Presentation	40 marks
	TOTAL	100 marks

5.2. Experience of the bidder

S. No.	Parameter	Marks	Total / Max. Marks
A	The bidder should have experience in offering advice/consultation related to labour laws – ESIC Act, PF Act, Bonus Act, Minimum Wage Act, governing Contract Labour and matters related to statutory compliances and implementation of the Contract Labours Act, etc. (Refer Form no. 5 & 6)	• More than 10 Years of Experience 30 marks • 5 to 10 Years of Experience: 15 marks • Less than 5 Years of Experience: 0 Marks (Bidder is required to submit the year wise experience certificate for claiming the total years of experience)	30
B	The bidder must have experience of working as labour law consultant / labour law compliance auditor in any PSUs / Govt. Organizations / Reputed Private Organizations having more than 500 personnel per project during the last seven years ending last day of the month previous to the month of tender submission (Refer Form no. 5 & 6)	• Per Project / Experience certificate 15 marks will be allotted up to 2 Projects / Experience certificate.	30
	TOTAL		60 marks

5.2.1 Notes:

5.2.1.1 The experience of Government / PSU / Private sector Entities shall be considered for evaluation. The Bidder should provide details of only

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those projects/Experience certificate that have been undertaken by it under its own name.

- 5.2.1.2** The ongoing labour consultant work will be considered (up to 30/09/2025) if more than 70 percent payment is made by client. In this case, the bidder has to submit the client certificate.

5.3. Quality of Bid

Evaluation Parameter	Total Marks
Based on 20 Minutes Power point presentation	40 Marks
TOTAL	40 marks

5.3.1. *Date of presentation to be communicated later.

Bidders must score at least 70 marks technically in total, in order to qualify for the financial bid opening.

5.4. Evaluation of Financial Bid

- 5.4.1.** In the second stage, the financial evaluation will be carried out. Each Financial Bid will be assigned a financial score.
- 5.4.2.** For financial evaluation, the total cost indicated in the Financial Bid will be considered. GLPC will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Bidder.

This means lowest evaluated financial Bid will get the maximum financial score of 100.

5.5. Combined and Final Evaluation

- 5.5.1.** The technical and financial evaluation of tender will be in accordance with para 6.9.2 of QCBS selection (Rule 192 of GFR – 2017) taking of technical proposal as 70% weighted and financial proposal 30% weighted.

- 5.5.2.** The criteria for the purpose of guidance is given as below; -

- 5.5.2.1.** *“Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent) The proposed weightages for quality and cost shall be specified in the RFP. Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using*

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the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} \times X + \frac{T}{T_{high}} (1 - X)$$

where,

C = Evaluated Bid Price C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weightage for the Price as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid

As an example, the following procedure can be followed. In a particular case of selection of Bidder, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) (Documents+ Presentation) and the weightage of the technical bids and financial bids was kept as 70: 30 (seventy: Thirty).

The minimum qualifying marks were 70 (Seventy) thus, all the three proposals were found technically suitable. Using the formula T/T_{high} , the following technical points are awarded by the evaluation committee:

6. Section – III, Scope of Work

GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) LIMITED intends to engage a Labour Law Practitioner as a consultant for undertaking all pending as well as ongoing compliances under EPF Act, 1952 and ensure timely compliances before the EPF Authority for GLPCL and its contractor.

6.1. Purpose and Context

Gujarat Livelihood Promotion Company Ltd. (GLPC) is committed to ensuring full compliance with statutory obligations related to employee welfare and social security. To further strengthen its systems, GLPC is seeking to engage a qualified consultant to support Provident Fund (PF) and labour law compliance activities.

While PF deductions have been initiated and UANs generated for employees, there is a need to streamline the activation process and ensure timely deposit of contributions into individual accounts. Additionally, GLPC is in the process of registering under the Employees' State Insurance Corporation (ESIC) and enhancing its compliance framework under other labour laws, including the Payment of Bonus Act, Minimum wages act, POSH Act & other relevant acts.

This engagement aims to reinforce GLPC's commitment to employee welfare, mitigate future risks, and establish a robust, technology-enabled compliance system. The selected consultant will play a key role in guiding and implementing these improvements in alignment with statutory requirements and best practices.

6.2. Objectives of the Engagement

- 6.2.1. Ensure full compliance with PF regulations, including resolution of past liabilities and implementation of a robust monthly contribution system.
 - 6.2.1.1. Facilitate registration and compliance with ESIC and other applicable labour laws.
 - 6.2.1.2. Establish a transparent, accountable, and technology-enabled framework for statutory compliance across GLPC and its outsourced workforce.

6.3. Scope of Services

The selected consultant will be required to perform the following tasks:

6.3.1. Provident Fund (PF) Compliance

- 6.3.1.1. Verify and activate all generated UANs for GLPC employees, ensuring linkage with Aadhaar, PAN, and bank details as per EPFO norms.
- 6.3.1.2. Facilitate KYC completion for each employee to enable UAN activation and monthly contribution deposits.
- 6.3.1.3. Coordinate with EPFO to resolve any discrepancies or rejections in UAN activation.
- 6.3.1.4. Ensure that all deducted PF contributions since April 2021 are deposited into the respective employee accounts and reflected in their passbooks.

- 6.3.1.5. Establish a monthly workflow for UAN generation (for new employees), activation, and contribution deposit

6.3.2. Labour Law Compliance

- 6.3.2.1. Assist GLPC in obtaining ESIC registration and initiating monthly contributions.
- 6.3.2.2. Conduct a comprehensive audit of compliance under the Bonus Act, POSH Act, and other applicable labour laws.
- 6.3.2.3. Develop and implement compliance protocols for outsourced employees, ensuring GLPC's obligations as a principal employer are met.
- 6.3.2.4. Provide advisory support during inspections, audits, and legal proceedings related to labour laws.

6.3.3. Process Strengthening and Capacity Building

- 6.3.3.1. Design and implement Standard Operating Procedures (SOPs) for PF and labour law compliance.
- 6.3.3.2. Train GLPC staff on statutory obligations, documentation standards, and online systems.
- 6.3.3.3. Recommend technology tools and platforms to streamline compliance and reporting.

6.3.4. Documentation and Reporting

- 6.3.4.1. Maintain detailed records of all PF and labour law compliance activities.
- 6.3.4.2. Submit monthly progress reports to the GLPC management.
- 6.3.4.3. Prepare audit-ready documentation and final compliance reports.

6.4. Deliverables

- 6.4.1.1. PF Liability Resolution Plan and Legal Status Report
- 6.4.1.2. Online PF Payment System Implementation Report
- 6.4.1.3. Monthly PF and ESIC Compliance Reports
- 6.4.1.4. Labour Law Compliance Audit Report
- 6.4.1.5. SOPs and Training Materials
- 6.4.1.6. Final Project Completion Report

6.5. Payment Terms

- 6.5.1.1. Payment to the selected consultant shall be made in instalments, linked to the achievement of specific milestones associated with Provident Fund (PF) compliance for the period **August 2011 to August 2025**. The payment structure shall be as follows:
- 6.5.1.2. **Milestone 1 – 25% of the Total Contract Value** Upon successful verification and activation of all generated UANs, including Aadhaar, PAN, and bank linkage, and submission of a status report to GLPC.
- 6.5.1.3. **Milestone 2 – 30% of the Total Contract Value** Upon uploading the consolidated PF text file on the EPFO portal for the period **April 2021 to August 2025**, and confirmation that all deducted contributions are mapped to respective employee accounts.
- 6.5.1.4. **Milestone 3 – 30% of the Total Contract Value** Upon submission of a legal status report confirming resolution of past PF liabilities and receipt of the final order in the ongoing **Section 7A inquiry**.
- 6.5.1.5. **Milestone 4 – 15% of the Total Contract Value** Upon **completion of the contract**, including submission and

acceptance of the Final Project Completion Report and all deliverables listed under Section 6.4.

6.5.1.6. Additional Conditions:

6.5.1.6.1. Payments shall be released progressively upon completion and acceptance of each milestone by GLPC.

6.5.1.6.2. All payments shall be subject to applicable statutory deductions and verification of deliverables.

6.5.1.6.3. No advance payment shall be made under this engagement.

6.5.1.6.4. GLPC reserves the right to withhold or defer payments in case of non-compliance, delay, or unsatisfactory performance.

7. Section – IV, Conditions of Contract

7.1. Definitions

- 7.1.1.** The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:
- 7.1.2.** "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;"
- 7.1.3.** "Approved / approval" means the approval in writing.
- 7.1.4.** "Services" means the services to be performed by the Consultant pursuant to this contract.
- 7.1.5.** "Client / Employer" means the GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) Limited (also referred to as GLPC) which expression shall also include their legal successors and permitted assigns.
- 7.1.6.** "Consultant" means the party or Bidder named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.
- 7.1.7.** "Consultant/Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract.
- 7.1.8.** "Sub - Contractor" means the sub-consultant appointed by Consultant with the prior approval of the employer and in accordance with the procedure described in Special Conditions of Contract.
 - 7.1.8.1.** "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender and other documents, which are listed in the Contract Agreement or in the Letter of Acceptance.
 - 7.1.8.2.** "Employer's Representative" means any of its officers nominated by GLPC and notified from time to time, to Consultant.
 - 7.1.8.3.** "Effective Date" means the date on which this Contract comes into force.
 - 7.1.8.4.** "Personnel " means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof;
 - 7.1.8.5.** "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in RFP / Tender document hereto;
 - 7.1.8.6.** Bidder in the concerned context means the Entity, who has submitted the submissions against this Tender Notification and issued Tender Document.

7.2. Relations between the Parties

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

7.3. Obligations of Bidder

The Bidder shall provide the services mentioned in the ToR / Scope of Services shall be as per Section-II.

The Bidder and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this contract has been made.

The Bidder shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

7.4. Change in Constitution

Bidder shall promptly notify GLPC of any changes in the constitution of the

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institute. It shall be open for GLPC to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the bidder, or on the addition or introduction of a new partner managing the Project for the Consultant without the previous approval in writing of GLPC. But in absence of and until its termination by GLPC as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable.

7.5. Mobilization / Replacement of Personnel

The qualifications and experience of the personnel who are sent by Consultant to work as explained in scope of work shall be acceptable to GLPC. In case GLPC is not satisfied with the performance of any Personnel, the same shall be replaced on GLPC's request with a person acceptable to GLPC.

7.6. Representatives

For the administration of the Agreement the Consultant shall designate the official or individual to be his representative and who shall be responsible to the Employer for various deliverables as per the scope of services.

7.7. Liability of Consultant to GLPC

Consultant shall be liable to pay compensation to GLPC arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, subject to maximum of Contract Value, for which consultancy services has been provided by the consultant.

7.8. Agreement Effective Date

The Contract shall come into effect from the date of issue of the Letter of Acceptance. This LOA shall continue to constitute agreement between employer and the Bidder.

7.9. Commencement and Completion

The date of Commencement shall be the date of issue of Letter of Acceptance (LOA) by GLPC or as per the instruction issued by GLPC separately. The period of consultancy will be 2 Year from the date of issue of LOA / Letter of Commencement of Work. The tenure of consultancy may be extended further 1 year with mutual consent.

7.10. Modifications

Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Proposals for modification or variation made by the other Party. In cases of modifications or variations, the prior written consent of GLPC is required.

7.11. Penalty

- 7.11.1.** In the event of delay, non-compliance, or failure to meet the agreed deliverables, the Consultant shall be liable to pay a penalty equivalent to the amount penalized to the Client by competent authority, for the affected service or product.
- 7.11.2.** Additionally, a penalty of INR 1,000/- per week or part thereof shall be deducted for non-submission of reports within the stipulated timeline.
- 7.11.3.** The Consultant shall promptly notify the Client of any event or condition that may delay or prevent the completion of any significant part of the Project, and shall propose corrective actions to mitigate the impact.

7.12. Exceptional Circumstances

If circumstances arise for which the Consultant is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract, he shall promptly notify to GLPC. In these circumstances, including force majeure, if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer exist plus a reasonable period not exceeding 07 days for resumption of them.

7.13. Abandonment, Suspension or Termination by Notice of GLPC

- 7.13.1.** GLPC may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to Consultant who shall immediately make arrangements to stop the Services and minimize expenditure.
- 7.13.2.** If GLPC considers that Consultant is not discharging his obligations, GLPC can inform the Consultant by notice stating grounds for the notice. If a satisfactory reply is not received within 07 days of receipt of the notice by Consultant. GLPC can by further notice terminate the Agreement provided that such further notice is given within 30 days of the GLPC's former notice.

7.14. Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

7.15. Payment to the Consultant

GLPC shall pay the Price to cover the total costs incurred by the Consultant for performing the Services. This shall not only include salaries, overheads and non-salary expenses, all allowance for contingencies, fees and profits, but all other costs and expenses incurred in carrying out the requirements of the Services, and other impositions under the Applicable Laws. This cost shall include all costs for sub-consultants, sub-contractors, proof checking and any other professional fees or services incurred by the Consultant. The Price Shall also include all costs, office expenses, travel charges, expenses and allowance paid to their staff working for GLPC.

The quoted price shall be inclusive of GST.

7.16. Changes in Taxes/Duty:

- 7.16.1.** "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender.
- 7.16.2.** any new tax which is imposed on Composite Works Contracts applicable

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on GLPC.

7.16.3. Change in the rate of GST on Composite Works Contracts applicable on GLPC as per GST Act.

7.16.4. The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in Contract Price will be applicable up to the stipulated date of completion of the Work including the extended period of completion or it is specifically mentioned that extension is with adjustment for changes as stated above.

7.16.5. If the extension of contract period is on account of contractor's fault, no compensation shall be made towards upward revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i) & (ii) above. Any benefit on account of downward revision towards "change in Taxes and Duty" as mentioned at Sl. No. (a) (i) & (ii) above, during the original contract period or extended contract period shall be on employer's account.

7.16.6. Any other changes (except on account of Clause (a) (i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause provided in the Contract and in Contract where Price Variation Clause is not provided, the impact on any other change (except on account of Clause a(i) & (ii) above in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.

7.16.7. Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.

7.17. Currency of Payment

All payments shall be made in Indian Rupees only. The bidder / agency's quote shall be exclusive of all taxes. The price in the contract shall remain valid till the work completion. The taxes will be paid on reimbursement basis to agency, on submission of documentary evidence to GLPC.

The Amounts due to the agency will be paid within 10 days on receipt of acceptable deliverable / invoice as clarified in payment terms. The payment details are clarified in Section - III, SoW / ToR.

7.18. Disputed Invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by GLPC, then GLPC shall give prompt notice with reasons and shall not delay payment on the balance of the invoice.

7.19. Law Governing Contract

The contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India and parties hereby agree to submit that the court at Gandhinagar / Ahmedabad, Gujarat shall have the exclusive jurisdiction to dispute if any arising between the parties to the Contract.

7.20. Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

Signature & Stamp of Bidder (Authorized Person from Bidder)

7.21. Assignments

The Bidder shall not assign the project to any other agency or appoint the sub-consultant, in whole or in part, to perform its obligation under the Contract, without the GLPC's prior written consent.

7.22. Copyright

The copyright of all documents and drawings prepared by the Consultant in performance of the Services under the Agreement shall be vested in GLPC with provision that the Consultant may retain copies of the documentation prepared by them and may use and adapt the contents of such documentation for his own use, within the limit prescribed for confidentiality of documents.

7.23. Conflict of Interest

7.23.1. Unless otherwise agreed in writing by GLPC, the Consultant and his personnel shall have no interest in nor receive remuneration in connection with other then assigned work.

7.23.2. The Consultant shall not engage in any activity that might conflict with the interests of GLPC under the work order.

7.23.3. The remuneration of the Consultant shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Bidders shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration

7.23.4. Neither the Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in India which would conflict with the activities assigned to them under this Contract

7.23.5. Jurisdiction of Court in case of dispute or differences arising on account of this tender: Any suit or application, arising out of any dispute or differences on account of this pre-qualification tender as well as the contract shall be filed in a competent court at Gandhinagar / Ahmedabad, Gujarat only and no other court or any other district of the country shall have any jurisdiction in the matter.

7.24. Statutory Compliance with Laws, Regulations and Orders

The Agency shall comply with all applicable Indian Laws, decree, rules and regulations of government or any authorized agencies of any government in India and maintain valid record for verification of the statutory authorities as well GLPC Ltd. as and when required.

7.25. Professional Liability

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. Consultant must have a certain degree of accountability, on its part, for any advice and/or for any service rendered to GLPC, keeping in view norms of ethical business, professionalism and the fact that such advice/service is being rendered for a consideration, as per the terms of the contract/tender.

In case of failure by Consultant to above, GLPC can initiate action like seeking

Signature & Stamp of Bidder (Authorized Person from Bidder)

explanation, issuing warning and any other action as deemed fit as per provisions of contract.

7.26. Claims, Disputes, Conciliation and Arbitration

7.26.1. Amicable Resolution

7.26.1.1. Parties shall at all times endeavor to resolve disputes through mutual discussions and amicable settlement.

7.26.1.2. No legal action concerning or arising out of any dispute shall be commenced unless and until all applicable dispute resolution procedures set out in Article 13 have been finally exhausted in relation to such dispute or any other dispute which may have arisen in connection with such dispute.

7.26.1.3. Any and all disputes shall be settled in accordance with the provisions of Article 14.

7.26.2. Notice of Dispute

a dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter call a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination / surrender / completion of contract as advised/intimated by GLPC to the Agency / Consultant.

7.27.3. Two stages for Dispute Resolution

Dispute shall be settled through two stages: -

7.27.3.1. Conciliation* procedures as established under "The Arbitration and Conciliation Act – 1996" & amended vide the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and further subject to GLPCL internal conciliation/mediation policy or any other statutory amendment or modification or re-enactment thereof. In case the dispute remains unresolved in Conciliation then;

7.27.3.2. Arbitration procedures under the provisions of "The Arbitration and Conciliation Act – 1996" including statutory modification or re-enactment or amendment thereof or as may be mutually decided amongst the parties by way of separate agreement for finalization of modalities of arbitration process within 30 days from the date of completion of the procedure mentioned in 1.1.3(a) above.

*(*Note: - Pursuant to Government Gazette Notification (yet to be notified), giving effect to implementation of Section 61 read with Sixth Schedule of Mediation Act, 2023, all reference to 'conciliation' procedures referred herein shall be replaced and referred to as 'Mediation' procedures as stipulated under the Mediation Act, 2023 or as per any other statutory amendment or modification or re-enactment thereof.)*

7.27.4. Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing for Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may treat this as a rejection of the invitation to conciliate and inform the other party accordingly. The Conciliation shall be

Signature & Stamp of Bidder (Authorized Person from Bidder)

undertaken by one Conciliator selected from a panel of Conciliators maintained/proposed by the GLPC or as may be mutually decided by both parties. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner. The Conciliation procedure / proceeding will be carried out as per Arbitration and Conciliation Act – 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and any statutory amendment or modification or re-enactment thereof.

*(*Note: - Pursuant to Government Gazette Notification (yet to be notified) giving effect to implementation of Section 61 read with Sixth Schedule of Mediation Act, 2023, all reference to 'conciliation' procedures referred herein shall be replaced and referred to as 'Mediation' procedures as stipulated under the Mediation Act, 2023 or as per any other statutory amendment or modification or re-enactment thereof.)*

7.27.5. Arbitration

If the efforts to resolve all or any of the disputes through Conciliation/Mediation fails, then such disputes or differences, whatsoever arising between the parties, whether arising out of the contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- 7.27.5.1.** Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation/Mediation, shall be referred to Arbitration. Other claims/matters not raised during Conciliation/Mediation shall not be included or referred in Arbitration and if contented the same shall be non-maintainable.
- 7.27.5.2.** The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, GLPC at the following address:

**Block No.18, Third Floor, Udhyog
Bhavan, Sector 11, Gandhinagar,
382011, Gujarat, India**

- 7.27.5.3.** The disputes so referred to arbitration shall be settled in accordance with The Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and any statutory amendment or modification or reenactment thereof.
- 7.27.5.4.** For all the disputes, matter shall be referred to the arbitral tribunal consisting of Sole Arbitrator.
- 7.27.5.5.** The sole arbitrator shall be appointed by Consultant from wide range of panel arbitrators maintained by GLPCL or as may be mutually decided by both parties.
- 7.27.5.6.** For effective resolution of dispute, the parties (GLPC and Consultant) before commencement of first arbitration hearing shall sign the arbitration agreement laying down modalities pertaining to arbitrator's feesharing between parties, other cost sharing and timelines structure in line with Arbitration and Conciliation Act – 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and any

amendment or statutory modification or re-enactment thereof.

- 7.27.5.7.** Where recourse to a Court is to be made in respect of any matter, the courts at Ahmedabad / Gandhinagar shall have the exclusive jurisdiction to try all disputes between the parties.

7.28. Termination of the Contract

7.28.3. Notice to Consultant

If the consultant fails to carry out any of his obligations, or if the consultant is not executing the works in accordance with the contract, the engineer / employer may give notice to the consultant requiring him to make good such failure and remedy the same within such time as the employer/ engineer may deem to be reasonable.

7.28.4. Termination of Contract due to Consultant's Default

Conditions leading to termination of contract

The employer shall be entitled to terminate the contract if the contractor or any one of its constituents.

- 7.28.4.1.** fails to comply with a notice
- 7.28.4.2.** abandons or repudiates the contract
- 7.28.4.3.** without reasonable excuse acceptable to the engineer, fails to commence the works in accordance with the contract
- 7.28.4.4.** sub contracts the whole of the works or assigns the contract without approval of the employer
- 7.28.4.5.** become bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- 7.28.4.6.** persistently disregards instructions of the engineer or contravenes any provisions of the contract, or
- 7.28.4.7.** fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress, or
- 7.28.4.8.** fails to remove materials from the site, or pull down and replace work, after receiving notice from the engineer to the effect that the said materials or works have been condemned or rejected, or
- 7.28.4.9.** fails to take steps to employ competent and/or additional staff and labour, or
- 7.28.4.10.** fails to afford the engineer or his representative proper facilities for inspecting the works or any part thereof, or
- 7.28.4.11.** indulges in corrupt or fraudulent practices as mentioned in RFP.

8. Section – V, Technical and Financial Proposal

- 8.1. The Section – V comprises of Technical (i.e. Appendix – 1) and Financial Proposal (i.e. Appendix – 2) are required to be filled and submitted by bidder on or before due date and time of bid submission.

8.1.1. Appendix – I, Technical Proposal, it includes;

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Abstract of Eligible Assignments of the Bidder / Experience of the bidder

Form 6: Eligible Assignments of Bidder

Form 7: Undertaking for Corrupt & Fraudulent Practice

Form 08: Undertaking for Downloaded Tender Document

Form 09: Undertaking for Encashment / Forfeiture of Tender Security

Form 10: Undertaking for DIPP

Form 11: Form for seeking queries

Form 12: Form for Tender Security

Form 13: Check List –for submission of Bid Physically & Online

8.1.2. Appendix – II, Financial Proposal, it includes;

Form 1: Covering Letter

Form 2: Financial Proposal

APPENDIX-I TECHNICAL PROPOSAL
Form-1 Letter of Proposal (On Bidder's letter head)
(Date and Reference)

To,

Sub: "Appointment of Labour Law Consultant for Gujarat

Livelihood Promotion Company"Dear Sir,

With reference to your RFP Notification dated __.2024, I/we, having examined the tender documents and understood their contents, hereby submit our Proposal for "Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company". The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the **GLPC** any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the **GLPC** to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the **GLPC**;
 - (b) I/We do not have any conflict of interest as mentioned in the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the **GLPC** or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders as per the RFP document.

Signature & Stamp of Bidder (Authorized Person from Bidder)

8. I/We declare that we/any member of the consortium are/is not a Member of a/any other Consortium applying for Selection as a Consultant.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the GLPC and/or the Government of Gujarat in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

13. The Bid / Tender Security is needs to be attached, in accordance with the RFP document.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the **GLPC** or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. Financial Bid is not submitted in physical form and is filled up on portal online at <https://GLPC.nprocure.com>. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP

Signature & Stamp of Bidder (Authorized Person from Bidder)

Document.

Yours faithfully,

(Signature, name and designation of the authorised
signatory) (Name and seal of the Bidder /
Lead Member)

APPENDIX-I
Form-2 Particulars of the Bidder

1.1	Name of Consultancy firm:
1.2	Title of Project: "Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company"
1.3	State whether applying as Sole Proprietor Firm / Partnership firm/ Company / LLP / Public or any Private Organization
1.4	State the following: (a) Name of Company or Firm: (b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc., along with a copy of relevant registration certificate): (c) Country of incorporation: (d) Registered address: (e) Year of Incorporation: (f) Year of commencement of business: (g) Principal place of business: (h) Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Bidder: (i) Name: Designation: Company: Address: (j) Phone No.: Fax No. : E-mail address:

Signature & Stamp of Bidder (Authorized Person from Bidder)

1.5	For the Bidder state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India. (ii) Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No (iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No (iv) Has the Bidder or any member of the bidder / participant been blacklisted/barred by any Government department/Public Sector Undertaking at the time of Due Date of Bid submission? Yes/No (v) Has the Bidder suffered bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.
1.6	Contact Detail Form (a) Name of Bidder: (b) Address for Correspondence: (c) Contact Person / Authorised Signatory for this tender as per PoA (d) Landline: Fax: E-mail: (e) Name of Authorised Signatory: Address for Correspondence: (Signature, name and designation of the authorised signatory) For and on behalf of _____

APPENDIX-I
Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,

Dear Sir,

Sub: "Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company"

I hereby confirm that we, the Bidder (along with other members, constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorized Representative / on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
For and on behalf of

NOTE: Please strike out whichever is not applicable

APPENDIX-I**Form-4****Abstract of Eligible Assignments of the Bidder / Experience of the bidder**

Sl. No.	Name of Eligible Project (offering advice / consultation related to labour laws)	Project Duration	Project Inception Year	Project Completion Year	Name of Client & Contact Details	Total nos. of labourers audited	Payment of Consultancy fees received by the Bidder (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
	Total Years of Experience						

Note

- (1) The Bidder should provide details of only those projects that have been undertaken by it under its own name.
- (2) The names and chronology of Eligible Projects included here should conform to the project-wise details to be submitted in Form-6 of Appendix-I.
- (3) In case, the qualifying work(s) were done by bidder in JV/Association then certificate from Associated firm need to be attached.
- (4) The Bidder is required to attach necessary experience certificate / requisite documentary evidence(s) duly attested by the Bidder firm for claiming eligible assignment.

 Signature & Stamp of Bidder (Authorized Person from Bidder)

APPENDIX-I

Form-5

Eligible Assignments of Bidder

1	Name of Project:		
2	Name of Client:		
3	Name of Consulting Firm:		
4	Role in Contract: (Individual or JV / Consortium)		
5	Type of Consulting Service (i.e. labour consultant / labour law compliance auditor) with nos. of employees strength (employees, it includes permanent, contractual and outsources)	Type of Consulting Service =	Nos. of labour for audit compliance =
6	Type of Project: (PSUs / Govt. Organizations / Reputed Private Organizations)		
7	Total Duration of Project :		
8	Completion Status of Project: (Completed / Ongoing)		
(A)	(If Completed) Date of Completion:		
(B)	(If Ongoing) Whether 70% Payment made by client or not? (Yes / No)		
(C)	(If Ongoing) Whether Final Study Draft submitted for approval or not? (Yes / No)		
9	Total Payment of Consultancy Fees Received (INR):		
10	Brief description of the project		

Notes:

1) Use separate sheet for each eligible assignment.

Signature & Stamp of Bidder (Authorized Person from Bidder)

2) The bidder should submit the details of the projects undertaken under his own name or either as a lead partner of JV/Consortium or as a member of JV/Consortium with minimum 26% participation.

3) The Bidder is required to attach necessary work experience certificates (documentary evidence such as LOA, Work Order, Performance Certificate, Work Completion Certificate etc.) for claiming eligible assignment along with this Form.

4) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

APPENDIX-I
Form-6

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. Nos. of Manpower / Experts to be proposed considering the nos. of Contract for compliance of labour law. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. Experience in EPF Act Compliance (Bidder to submit his past experience details for compliance of EPF Act)

APPENDIX-I

Form-7

UNDERTAKING FOR CORRUPT & FRAUDULENT PRACTICE

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been or will be, paid and that the tender price will not any such amount.

Further, it is to confirm that we have not been blacklisted or deregistered by any central / state government department or public sector undertaking and also that none of their work was rescinded by the client after award of contract during last 10 years due to reasons attributed to Bidder.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

APPENDIX-I

Form-08

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents

/addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://GLPC.nprocure.com>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [<https://GLPC.nprocure.com>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our technical & financial bid.

Stamp & Signature of Authorized Signatory

Appendix – I
Form – 09
Undertaking

We hereby jointly and severally certify in accordance with clause '9.a' of the Order No. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT)

{formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, that the item(s) offered meets the minimum **local content of 50%**.

We acknowledge that false declaration by the Bidder regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under tender for which the Bidder or its successors can be debarred for a period up to three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. This appendix need to be submitted only if bidder wants to avail the purchase preference.
2. The undertaking shall be signed by authorized signatory of the Bidder.

Signature & Stamp of Bidder (Authorized Person from Bidder)

APPENDIX-I

Form-10

(Form for seeking queries)

Sl No	Clause No	Tender Clause	Bidder's Query

(Signature, name and designation of the authorized signatory)

For and on behalf of

Signature & Stamp of Bidder (Authorized Person from Bidder)

APPENDIX-I

FORM No. 11

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with relevant Stamp Act, if any, of the country of issuing bank)

B.G. No.

Dated:

1. In consideration of you, GUJARAT LIVELIHOOD PROMOTION COMPANY (GLPC) Limited, a company incorporated under the Companies Act, 1956 and having its..

registered office at Block No.18, Third Floor, Udhog Bhavan, Sector 11, Gandhinagar: 382011, Gujarat, India (hereinafter referred to as the "Employer", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of (a company registered under the Companies Act, 1956) and having its registered office at..... (and acting on behalf of its Consortium, wherever applicable) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for **"Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company"** [hereinafter referred to as **"the Works"**] pursuant to the Tender No: GLPC/Consultant/Labour Law/2024, dated issued in respect of the Works and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as "Tender Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do, hereby, in terms of 'Instructions to Bidders', irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of INR. ***** (Indian Rupees ***** only) (hereinafter referred to as the "Tender Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.

2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Tender Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Bidder to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards 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. ***** (Indian Rupees ***** only).

3. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till: and it should be payable to either Gandhinagar / Ahmedabad branch office of particular bank.

Signature & Stamp of Bidder (Authorized Person from Bidder)

- a. The Bidder, in case its Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee from a Scheduled Commercial Indian Bank based in India (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
 - b. Sixty days after the date of validity or the extended date of validity of the Tender, as the case maybe
4. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Bidder to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
 5. The Tender Security shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 6. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
 9. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. *** ---
---- (Indian Rupees ***** ---- only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 60 days after the Tender Validity Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its..... and authorised official. (Signature of the

Authorised Signatory) (Official Seal)

Appendix – I Form – 12

(Check List –for submission of Bid Physically & Online)

Sr. No.	Document to be Submitted	Yes or No
A	Envelope – 1 (i.e. Tender Fees and EMD - Earnest Money Deposit / Tender Guarantee) = To be submitted physically & copy/details of the same to be uploaded online Tender fees in the form of Demand Draft /Banker's cheque) – To be Submitted physically & copy/details of the same to be uploaded online (Copy of GST registration no. to be provided along with Tender fee) EMD in the form of Bank-Guarantee / Demand Draft / Fixed Deposit / Banker's Cheque	
B	Envelope – 2 (i.e. Technical Bid) – To be Submitted online & physically	
	The Physical submission shall comprise of an envelope containing the technical proposal of the bidder as stipulated in the 'Invitation of Proposal'. The technical bid received without qualifying eligibility criteria document, will not be considered for further evaluation and will be summarily rejected. The same technical proposal is to be mandatorily submitted online.	
	Supporting documents for fulfilling Minimum conditions of Eligibility of Bidder / Bidder, please refer Para 2.2. of Tender document	
	Qualification Criteria: - Bidder has to submit all Forms of Technical Proposal, which includes Form 1: Letter of Proposal Form 2: Particulars of the Bidder Form 3: Statement of Legal Capacity Form 4: Abstract of Eligible Assignments of the Bidder / Experience of the bidder Form 5: Eligible Assignments of Bidder Form 6: Undertaking for Corrupt & Fraudulent Practice Form 07: Undertaking for Downloaded Tender Document Form 08: Undertaking for Encashment / Forfeiture of Tender Security Form 09: Undertaking for DIPP Form 10: Form for seeking queries Form 11: Form for Tender Security Form 12: Check List –for submission of Bid Physically & Online The above mentioned forms must be supported with all required documentary evidences.	

Signature & Stamp of Bidder (Authorized Person from Bidder)

	Other Submission Signed & stamped copy of GST registration number EPF & ESIC Registration Any other document as per the requirement of Tender Document.	
C	Envelope – III (i.e. Tender Document) containing the unfilled copy of Tender Document and all the Addenda and Clarifications issued by GLPC – shall be signed and stamped by Bidder or his representative holding the power of attorney (Enclose the original Power of Attorney) as token of acceptance of all terms and conditions mentioned in tender document – To be submitted physically or online through digitally signed copy.	

Note:

1. The bidder is advised to submit the Envelope – I, II & II in spiral / binder book with index, page numbering, sign and stamp on each and every page of the Bid by the authorized signatory.
2. The submission in loose papers may hamper the evaluation process, hence bidder is requested to submit their bid as per above note.
3. On submission of forms on N Procurement (i.e. Envelope – I & II), the bidder may note that there is a size limit of 3 MB of one document, however, there is no limit of nos. of attachment with size limit of 3 MB. Hence, for e.g. if you are uploading form 15 in three parts/files with size limit of 3 MB then you have to rename the file as (1) form 15, part 1, (2) form 15 part 2 & (3) form 15 part 3.

Appendix – I

Form – 13
Form for raising Pre-Bid Queries

SN	Section	Page no.	Tender Condition	Bidder's Query

Signature & Stamp of Bidder (Authorized Person from Bidder)

APPENDIX-II

FINANCIAL PROPOSAL

PREAMBLE

1. This shall be read in conjunction with Instructions to Bidders, Scope of Work, Conditions of Contract, and Other parts of bid document.
2. If the Bidder fails to quote rates against any item, the tender may be treated as incomplete and non-responsive and shall be rejected.
3. Errors will be corrected by the employer for any arithmetic errors in computation or summation as per contract conditions.
4. All the unit rates and amounts should be filled both in figures and words. In case of any discrepancy between the two, the value provided in words shall be treated as sacrosanct.
5. The quote will be exclusive of GST. The GST as applicable will be reimbursed to consultant on submission of documentary evidence.
6. The Reports / Deliverables will be reviewed by GLPC on each stage and on acceptance of same only the payment of that particular stage will be processed.
7. The total cost will be inclusive of remuneration of key & support personnel, cost for reports & documents printing, travel & accommodation, site visits, office equipment & stationary, all general risks, insurance liabilities, compliance with Labour Law and any obligations set out or implied in the contract in completion of the work.

APPENDIX-II

Form-1

Covering Letter (On Bidder's letter head)

(Date and Reference) To* **

Dear Sir,

Subject: "Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company"

I/We, _____ (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (Ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

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

Yours
faithfully, (Signature, name and designation of the
authorized signatory)

Note: The Financial Proposal is to be submitted strictly online only.

APPENDIX-II

Financial Proposal

Form-2

Having examined the Tender Documents No. GLPC/Consultant/Labour Law/2025 as set out in your Notice of Invitation to Tender, Instructions to Bidders, the Conditions of Contract and the matters set out in the tender documents, we undertake to provide “Appointment of Labour Law Consultant for Gujarat Livelihood Promotion Company”

The Bidder shall quote their offer in INR only (Excl. of GST).

SN	Particular	Labour Details	Bidder's Quote Per employee Monthly basis
(A)	(B)	(C)	(D)
1	Preparing of “TEXT” file of EPF Contribution from August 2011 to August 2025	1000 Employees (Approx.) Monthly	
2	Presenting Case before EPF Department 7(A) Inquiry and Conclude the Inquiry and get order.		

Note:

1. All the quoted amounts shall be inclusive of all taxes, duties, cess, royalties, levies, etc., except GST. The GST shall be reimbursed as applicable, on submission of documentary evidence by the agency. The total cost will be inclusive of remuneration of key & support personnel, cost for reports & documents printing, travel & accommodation, site visits, office equipment & stationary, all general risks, insurance liabilities, compliance with Labour Law and any obligations set out or implied in the contract in completion of the work.

2. The nos. of labour as mentioned in Column (C) may vary (increased / decreased) based upon the attendance of employee. Accordingly, the rate will be calculated for final invoice.

3. The total of quote (H) will be considered for financial evaluation.

Signature & Stamp of Bidder (Authorized Person from Bidder)
