

**GOVERNMENT OF GUJARAT ROAD AND BUILDING DEPARTMENT  
THE DEPUTY EXECUTIVE ENGINEER,  
ROAD & BUILDING [STATE] SUB DIVISION, SIDDHPUR,  
NEAR TALUKA PANCHAYAT, SIDDHPUR-384151, DIST.PATAN**

**NATIONAL COMPETITIVE BIDDING**

1. The **R & B Department, Gujarat** invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works.

**TABLE**

Name of work	Approximate value of works (Rs.)	Bid security (Rs.)	Cost of document	Period of completion	Class of Registration / Category of contractor if required
1	2	3	4	5	6
Various Buildings Under R&B Sub Division, Siddhpur [Supplying Of Various Skilled, Semi Skilled And Unskilled Labours] 2nd Attempt	Annual Rate	1,00,000/-	2,400/-	1 year	E-2 AND ABOVE

2. Prospective / Interested bidder may download the Bid Documents from website <https://www.nprocure.com> free of cost till the Time and Date as mentioned on online NIT at website <https://www.Tender.nprocure.com>.
3. However, Bidder who is submitting the Bid Online will have to pay the Bid Document Fee / Tender Fee through Demand Draft only of any Schedule Bank payable at SIDDHPUR and in favour of 'DEPUTY EXECUTIVE ENGINEER,ROADS & BUILDING SUB DIVISION [STATE] SIDDHPUR,. Once the Bid is received online, Bid Document / Tender Fee will not be refundable.
4. The Demand Draft for Bid Document / Tender fee and FDR against Bid Security / EMD shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that bid document / tender fee and Bid Security / EMD has been received. Accordingly, the offer of only those shall be opened whose Bid Document / Tender Fee and Bid Security / EMD have been received electronically. However, for the purpose of realization of Demand Draft, and FDR bidder shall send the same in original through R.P.A.D. so as to reach to # " DEPUTY EXECUTIVE ENGINEER,ROADS & BUILDING SUB DIVISION [STATE], NEAR TALUKA PANCHAYAT,SIDDHPUR,. "within 7 Days from the last day of bid submission.
5. Penaltative action for not submitting Demand Draft / FDR in original to Executive Engineer / Tender Inviting Authority by bidder shall be initiated.
6. Bids received online, will be opened on the time, date and place as specified in the online NIT at website <https://www.Tender.nprocure.com> in the presence of the bidders or their authorized representatives, who wish to remain present.
7. If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

**GOVERNMENT OF GUJARAT**  
**ROAD & BUILDING DEPARTMENT**

THE DEPUTY EXECUTIVE ENGINEER, ROAD & BUILDING [STATE] SUB DIVISION,  
SIDDHPUR,  
NEAR TALUKA PANCHAYAT , SIDDHPUR

TENDER DOCUMENTS FOR

Hiring of Agency for  
**VARIOUS BUILDINGS UNDER R & B SUB DIVISION [STATE] SIDDHPUR**  
**[SUPPLYING OF VARIOUS SKILED,SEMI SKILLED AND UNSKILLED LABOURS]**

**Table of Contents**

<b>Section 1</b>	<b>Declaration by the Bidder</b>
<b>Section 2</b>	<b>Instructions to Bidders</b>
<b>Section 3</b>	<b>General Conditions of Contract (GCC)</b>
<b>Section 4</b>	<b>Special Conditions of Contract (SCC)</b>
<b>Section 5</b>	<b>Scope of Work</b>
<b>5.1</b>	<b>Additional Scope of Work</b>
<b>Section 6</b>	<b>Resource Requirement</b>
<b>Section 7</b>	<b>Forms</b>
<b>Section 8</b>	<b>Check List .....</b>

### ***Mode of Submitting e-tender***

- 1.1 **Bidders can download the tender documents from the website as indicated at page 1 of the Tender documents**
- 1.2 The tenders shall be submitted in Electronic format online on Website
- 1.3 <https://tender.nprocure.com> upto the date & time for submission.
- 1.4 Offers in Physical form will not be accepted in any case.
- 1.5 Bidders who wish to participate in online tenders will have to procure/ should have legally valid **Digital Certificate (Class-III) with Signing and Encryption** as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from  
(n) Code Solutions – A Division of GNFC
- 1.6 ***Please upload all the required documents in black/ white resolution with 75 – 100 DPI only.***
- 1.7 **Incomplete and/ or illegible documents will not be considered and in absence of such valid documents tender/ bid will be considered as NON – RESPONSIVE.**
- 1.8 In case bidder needs any clarification/ assistance or if training is required for participating in online tender, they can contact the following office : -

**(n)Code solutions**

A division of GNFC

301, GNFC Infotower,

Bodakdev,

Ahmedabad- 380 054

( India ) Tel : +91

26857316/17/18

Fax: +91 79 26857321

E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

**VARIOUS BUILDINGS UNDER R & B SUB DIVISION [STATE]  
SIDDHPUR [SUPPLYING OF VARIOUS SKILED,SEMI SKILLED  
AND UNSKILLED LABOURS]**

**Additional Information by the Bidder  
TECHNICAL BID**

<b>1.</b>	Name of Tendering Company / Firm / Tenderer	
<b>2.</b>	Name of Bidders/ Partners/ Directors	
<b>3.</b>	Full Particulars of Office	
<b>(a)</b>	Address	
<b>(b)</b>	Telephone No	
<b>(c)</b>	Fax No.	
<b>(d)</b>	E-mail Address	
<b>4.</b>	<b>Full Particulars of the Bankers of Company / Firm / Tenderer, With Full Address / Tel. No. Providing Solvency Certificate</b>	
<b>(a)</b>	Name of the Bank	
<b>(b)</b>	Address of the Bank	
<b>(c)</b>	Telephone No.	
<b>(d)</b>	Fax No.	
<b>(e)</b>	E-mail address	
<b>(f)</b>	Solvency Certificate	
<b>5.</b>	<b>Registration Details (Document required to be submitted by scanning through online)</b>	
<b>(a)</b>	PAN/TAN No.	
<b>(b)</b>	GST Registration No.	
<b>(c)</b>	Shop Establishment Registration Certificate (renewal) (Gumashtadhara) of any district in Gujarat state.	
<b>(e)</b>	E.P.F. Registration No.	
<b>(f)</b>	E.S.I. Registration No.	
<b>6.</b>	<b>Details of Earnest Money Deposit and Tender Document Fee Deposit</b>	
<b>(a)</b>	EMD Amt. ( Rs. 1,00,000/-)	
<b>(b)</b>	Tender Document Amt. (Rs.2,400/-)	

**COMPLETED PAST CONTRACTS (2021-22 to 2025-26)**

Sr.	Name and Address of the organization, Name, Designation and Telephone/ email address of the officer concerned	Details of the contract including manpower deployed (in Nos.)	Value of Contract (in Rs.)	Duration of Contract		Work Completion or 3A Certificate attached Yes/No
				From	To	
				DD/MM/YYYY	DD/MM/YYYY	
A						
B						
C						
	Additional Information, If any					

**SECTION - 1**  
**DECLARATION ON THE LETTER HEAD OF THE BIDDER**

1. I/we, the undersigned certify that I/we have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. The rates quoted by me/us are valid and binding on me during the period of validity of the tender.
3. I/we, the undersigned hereby bind myself/ ourselves to the DEPUTY EXECUTIVE ENGINEER , ROADS AND BUILDING SUB DIVISION [STATE],NEAR TALUKA PANCHAYAT,SIDDHPUR during the period of contract.
4. The Performance Security deposited by me/us shall remain in the custody of the DEPUTY EXECUTIVE ENGINEER , ROADS AND BUILDING SUB DIVISION [STATE],NEAR TALUKA PANCHAYAT,SIDDHPUR subject to settlement of all dues on either side. The performance Security Deposit will not carry any interest.
5. The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
6. I/we will be wholly responsible for Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours].
7. I/we shall be responsible to provide all benefits i.e Bonus, ESI and E.P.F. etc. if applicable to eligible employees employed by me for the said assignment/ works/ project..
8. I/we shall abide by the provisions of Minimum Wages Act, 1948 as amended upto date and Contract Labour Act, 1970 and other Labour Laws applicable from time to time. Also, I shall be responsible for the payment of wages as per the revision of wages from time to time under the provisions of Minimum Wages Act, 1948.
9. Should any lapse occur or any unprofessional service by me/us or on my worker's part, while discharging services, the Client may cancel the contract and award the work to another agency and the cost difference may be recovered from me.
10. There is no vigilance/CBI or court case pending against the firm as on the date of submission of bid.
11. The decision of the bid Opening Committee regarding acceptance/rejection of Tender shall be final & binding on me.

**Affirmation**

1. I, \_\_\_Son / Daughter of Shri \_\_\_\_\_Partner / Director / Authorized Signatory of \_\_\_\_\_ affirm that I am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: Signature of Bidders / Managing Partner / Director

Place: Name: Seal:

N.B. The above declaration, duly signed and sealed by the authorized signatory of the Company, should be enclosed with Technical Bid.

## SECTION - 2

### INSTRUCTIONS TO THE BIDDERS

#### 1. GENERAL INSTRUCTIONS

- 1.1 For Bidding / Tender Document Purposes, 'OFFICE OF THE DEPUTY EXECUTIVE ENGINEER, R & B SUB DIVISION [STATE], SIDDHPUR' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Agency/ Contractor' and / or Bidder interchangeably.
- 1.2 The tender documents may be downloaded from Road and Building Department web portal <https://tender.nprocure.com/> and submit the same with EMD of Rs. ....-/- by way of Demand Draft or FDR valid for 180 days of any Nationalized or Scheduled Bank in favour of the **"THE DEPUTY EXECUTIVE ENGINEER, R & B SUB DIVISION [STATE], SIDDHPUR"** and Tender Fee of Rs.....-/- to be submitted by way of a Demand Draft in favour of the **THE DEPUTY EXECUTIVE ENGINEER, R & B SUB DIVISION [STATE], SIDDHPUR**. Tender Fee and EMD to be kept in one envelope and the Technical bid in another envelope then, both these envelopes to be kept in one envelope.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The Bidder shall attach the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the tendering company/ firm/ tenderer.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, technical bids not accompanied with EMD and tender document fee of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.
- 1.6 The parties to the Bid shall be referred to as the 'Bidders' /Agency (to whom the work has been awarded) and the **THE DEPUTY EXECUTIVE ENGINEER, R & B SUB DIVISION [STATE],SIDDHPUR**. shall be referred to as 'Client'.
- 1.7 For all purposes of the contract including arbitration there under, the address of the Bidder mentioned in the bid shall be final unless the Bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the **OFFICE OF THE DEPUTY EXECUTIVE ENGINEER, R & B SUB DIVISION [STATE],SIDDHPUR**. The Bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 **The requirements of personnel as specified in Section-6 of tender document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.**
- 1.9 **Pre- Bid Meeting**  
The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter concerning bids that may be raised at that stage or for any clarification in connection with the bid documents. The bidder may submit any queries in writing or by e-mail, to reach the Dy. Executive Engineer before such meeting. Proceeding of the pre-bid meeting, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting (and subsequently to all purchasers of the bidding documents). Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting or otherwise shall be made by the Deputy Executive Engineer through the issuance of an Addendum (or Amendment) to the bid documents and shall form part of the resultant contract.

## 2. EARNEST MONEY DEPOSIT:

- 3.1 Bidders are required to deposit Earnest Money of **Rs.1,00,000/-** in the form of FDR of any Nationalised or Scheduled Bank in favour of **“Deputy Executive Engineer, R & B Sub Division [State], Siddhpur”** payable at **Siddhpur** to be enclosed along with the Technical Bid.
- 3.2. EMD of Bidders who do not qualify on the technical parameters, shall be returned without opening their financial bids.
- 3.3. Earnest Money Deposit of technically qualified Bidders shall remain deposited with **Deputy Executive Engineer, R & B Sub Division [State], Siddhpur**. The Earnest Money Deposited by the Bidder would be returned to unsuccessful Bidders after opening of financial bids. The EMD of the successful bidder will be returned after submission of the Security Deposit.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Client in respect of any previous work in Gujarat Government shall be entertained.
- 3.5 The Bidder shall not be permitted to withdraw their offer or modify the terms & conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting rates, the EMD submitted by him shall be forfeited to the Client.
- 3.6 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.7 No claim shall lie against the Client in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Performance Guarantee Deposit.
- 3.8 The EMD may be forfeited under the following:
  - (i) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the bid form; or
  - (ii) In case of successful Bidder, if the Bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document.
    - (b) Fails to furnish required SECURITY DEPOSIT in accordance with the terms of tender document within the time frame specified by the client.
    - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

## 3. VALIDITY OF BIDS

- 3.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 3.2 The Deputy **Executive Engineer, R&B Sub Division,** Siddhpur and the bidder may mutually agree to extend the validity period of the bids, if so required.

## 4. SUBMISSION OF BIDS

- 4.1 The Bidder shall submit his Technical Bid online. There are two parts of the online bid i.e (i) Technical Bid and (ii) Financial Bid. Bidders are required to submit a hard copy of the technical bid together with other documents as submitted online. Minimum eligibility criteria and EMD and tender fee should be submitted in one envelope and technical bid submitted in another envelope and both envelopes placed in a single envelope. Financial Bids would be submitted online.

The technical bid shall contain the following documents:

- 4.1.1 Cost of tender documents and EMD (by way of DD/FDR)
- 4.1.2 Technical Bid details along with all supporting documents with Declaration & Affirmation (Section-1 of tender document).
- 4.1.3 Letter of Authorization (Section-2, Para 6 of tender document)
- 4.1.4 All Forms (Section-8 of tender document)



4.1.5 Check List (Section-9 of tender document)

The Financial bid shall contain the following document:

**Financial Bid (Section-7 of tender document)**

4.2 The Bid shall be submitted not later than Scheduled time & Date given in Time Table of E-tender Activities.

**5 BID OPENING PROCEDURE**

- 5.1 The Technical Bids shall be opened as per the Scheduled time & Date given in Time Table of E-tender Activities in the presence of such Bidders who may wish to be present or in presence of their authorized representatives.
- 5.2 Absence of the Bidder or their representative shall not impair the legality of the opening procedure.
- 5.3 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified ON LINE. However, in absence of such notification, the bids will be opened on next working day. Time and venue remain unaltered.

**6 CLARIFICATION ON TECHNICAL BID EVALUATION.**

The technical bids shall be evaluated based on the available documents submitted by the Bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any Bidder for a clarification of its bid online. Any clarification submitted by a Bidder on line that is not in response to a request by the Client shall not be considered.

The Client shall seek all such clarifications online and it will be binding on the bidder to submit his clarification online within the stipulated time.

- 6.1 If the Bidder does not provide clarifications within specified time given by the client, his bid shall be rejected.
- 6.2 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the Bidder as per clause 2.1.

## 7 TECHNICAL BID EVALUATION

7.1 The Client shall follow two bid system where the Technical Bid and Financial Bid shall be evaluated separately.

7.2 The technical bid evaluation shall be done based as per following table:-

7.3 During the technical evaluation stage, each bidder shall be assigned marks out of a total of 100 marks, as per the criteria specified below:

Sr. No.	Items of Evaluation	Max. Mark	Marks Awarded
(i)	<b>Number of Years in Operations (Based on Shop Establishment Certificate or IT return or Labour License or GST Registration)</b>	<b>20</b>	
(a)	1 to 3 Years	5	
(b)	Over 3 to 6 years	10	
(c)	Over 6 to 9 years	15	
(d)	Over 9 years	20	
(ii)	<b>Turnover (Last 5 Year 2021-22 to 2025-26) in Rupees (As Per CA Certificate which is described As per Form-II)</b>	<b>20</b>	
(a)	7.5 to 30 lakh	05	
(b)	Over 30 lakh to 60 lakh	10	
(c)	Over 60 lakh to 1 crore	15	
(d)	Over 1 crore	20	
(iii)	<b>Number of Employees on roll of Agency (Payroll with Authorized Sign / PF Challan) (Last 5 Year 2021-22 to 2025-26)</b>	<b>20</b>	
(a)	20-30	05	
(b)	30-40	10	
(c)	40-50	15	
(d)	Over 50	20	
(iv)	<b>Organizations worked (Last 5 Year 2021-22 to 2025-26) (Form 3-A / Completion Certificated Only)</b>	<b>20</b>	
(a)	VVIP Government Establishments/ VVIP Guest Houses /Circuit House/Vishram Gruh	05	
(b)	Government/PSUs office Buildings (Central or State)	05	
(c)	Embassies, High Commissions & 3 star Hotels & above	05	
(d)	Reputed Corporate Premises.	05	
(v)	<b>Facility Management / House Keeping Services Experience value of 5 lac (10% of tender cost) or more (Completed or Ongoing) either category as under (last 5 yrs.) Form 3-A / Completion Certificate Only</b>	<b>20</b>	
(a)	Upto 2 Govt. Department /organizations	05	
(b)	Over 3 to 5 Govt. Department /organizations	10	
(c)	Over 5 to 10 Govt. Department /organizations	15	
(d)	Over 10 Govt. Department /organization's	20	

- 7.3.1 A Bidder should secure a minimum of **50% marks (i.e. 50 marks out of total 100 marks as per Para 7.3)** in Technical Evaluation in order to be a technically qualified Bidder for being eligible for financial bid evaluation.
- 7.4 The Bidder meeting the minimum eligibility criteria (i.e. 50% marks) and with the Lowest rates shall be deemed as the successful Bidder and shall be considered eligible Bidder for further process.
- 7.4.1 If Rates / Percentage Quoted by two bidders are same than Bidder securing higher marks in Technical Bid shall be considered eligible Bidder for further process.
- 7.4.2 If Rates / Percentage Quoted and Marks secured are same than Bidder having higher number of completed / In progress work in Government Guest Houses shall be considered eligible Bidder for further process.
- 7.4.3 If Rates / Percentage Quoted ,Marks secured and number of works in Government Guest Houses are same than Bidder having higher turnover shall be considered eligible Bidder for further process.
- 7.4.4 If all above criteria are same than Bidder will be decided by draw as decided by competent authority.
- 7.4.5 The Bidders who qualified in the Technical Evaluation stage shall only be called for opening of Financial Bids. Client shall intimate the technically qualified Bidders, the time/ venue for the Financial Bid opening online.
- 7.4.6 Turn Over Weightage :-

YEAR	FINANCIAL YEAR	ENHANCEMENT FACTOR
BASE YEAR	2026-27	1.00
1	2025-26	1.10
2	2024-25	1.21
3	2023-24	1.33
4	2022-23	1.46
5	2021-22	1.61

## 8 FINANCIAL BID OPENING PROCEDURE

- 8.1 The Financial Bids of all the technically qualified Bidders shall be opened online on the appointed date and time in presence of the qualified Bidders/ their authorized representatives, who choose to be present at the time of opening of the Financial Bids.
- 8.2 Absence of Bidders or their authorized representatives shall not impair the legality of the process.

## 9 RIGHT OF ACCEPTANCE:

- 9.1 The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur the Competent Authority reserves all rights to reject any bid including of those Bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority or The Deputy Executive Engineer , R&B Sub Division

[State], Siddhpur in this regard shall be final and binding.

- 9.2 Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the Bidder's bids liable for rejection.
- 9.3 The competent authority of the OFFICE OF THE DEPUTY EXECUTIVE ENGINEER , R & B SUB DIVISION [STATE] , SIDDHPUR reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the Bidders.
- 9.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur reserves the right to award the contract to the next higher Bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the Bidders.
- 9.5 The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

## **10 NOTIFICATION OF AWARD BY ISSUANCE OF "LETTER OF ACCEPTANCE"**

- 10.1 After determining the successful evaluated Bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Five (5) working days of receipt of the same by him.
- 10.2 The issuance of the Letter of Acceptance to the Bidder shall constitute an integral part and it will be binding to the contract.
- 10.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the Contractor either to mobilize the man power or to complete other formalities.
- 10.4 The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non-performance of any of such obligations shall make the bidder liable for all consequential effects.

## **11 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

- 11.1 The Earnest money Deposit of the unsuccessful bidders shall be returned after evaluation of Financial bids.
- 11.2 The Earnest Money Deposit of the successful Bidder shall be returned after submission of Security Deposit.

## SECTION - 3

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Definition

##### 1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
EMD	Earnest Money Deposit
GST	Goods & Services Tax
Contractor/Party	The word "Party" means the Successful Bidder/Contractor/ Agency to whom the work of Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] has been awarded by the Client The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur or by his authorized Representative on behalf of the Client.
PBG	Performance Bank Guarantee

Letter of Acceptance (LoA) Shall mean the intent of the Client to engage the successful bidder for Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours]

Notice to Proceed Shall mean the date at which the Various Buildings Under R&B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] are to commence in Client's premises.

"Confidential" Shall mean all information that is not generally known and which is Information" obtained/ received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.

Termination Shall mean the date specified in the notice of Termination given by Date either Party to the other Party, from which the Contract shall stand terminated.

Termination Shall mean the notice of Termination given by either Party to other Party.

Client Shall mean The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur or his authorized representative.

CH Circuit House

CA Competent Authority

## 1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

## 2 SECURITY DEPOSIT

- 2.1 The successful bidder shall execute a Security Deposit within fifteen days of the acceptance of the LoA of sum of **Rs.5,00,000/- (Rs. Five Lakhs)** in the form of FDR of any Nationalized or Scheduled Bank in favour of Deputy Executive Engineer, R & B Sub Division [State], Siddhpur, payable at Siddhpur.
- 2.2 The Security Deposit can be forfeited by order of the competent authority of the **DEPUTY EXECUTIVE ENGINEER,R & B SUB DIVISION [STATE], SIDDHPUR**,in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Security Deposit as may be considered by the **DEPUTY EXECUTIVE ENGINEER, R & B SUB DIVISION [STATE], SIDDHPUR**, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the Contractor is called upon by the competent authority of the **OFFICE OF THE DEPUTY EXECUTIVE ENGINEER , R & B SUB DIVISION [STATE],SIDDHPUR** to deposit Security and the Contractor fails to provide the security deposit within the period specified, such failure shall constitute a breach of the contract and the **OFFICE OF THE DEPUTY EXECUTIVE ENGINEER , R & B SUB DIVISION [STATE],SIDDHPUR**, shall be entitled to make other arrangements at the risk, cost and expense of the Contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the Client, which may have been issued to the Contractor

### 3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Security Deposit from the successful Bidder, Client shall issue the 'Notice to proceed', to the Contractor authorising him to provide personnel at the specified locations for Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] in the Client's premises.

### 4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma to be given, duly incorporating all the terms of agreement between the two parties.
- 4.3 The successful Bidder shall execute the contract agreement on a stamp paper (Non- Judicial), duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful Bidder.

### 5. ASSIGNMENT INSTRUCTIONS

- 5.1 The Contractor shall be providing **Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours]** in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 5.3 The Contractor shall provide **Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours]** in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

### 6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Security Deposit in accordance with Clause-2 (Section-3).
- 6.2 The Contractor shall commence **Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours]** in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in Clause 3 (Section 3)

## 7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] at Client's premises as per Scope of Work / Requirements (Section-5& 5.1) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall provide Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI, PF& Bonus etc.) shall be paid by the Contractor.
- 7.3 The Contractor shall produce to the Client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 7.4 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies exempted.
- 7.5 The Contractor shall cover its personnel for personal accident and death while performing the duty and the Client shall own no liability and obligation in this regard.
- 7.6 The Contractor shall exercise adequate supervision to ensure performance of Services in accordance with Scope of Work/ Requirements.
- 7.7 The Contractor shall issue identity cards / identification documents to all its personnel who will be instructed by the Contractor to display the same.
- 7.8 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their deployment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.9 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its personnel and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws, GST Provisions, Minimum Wages Laws, Bonus Act, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.10 The Contractor shall provide minimum of two sets uniform (As per Work) to its personnel at its own cost.
- 7.11 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same needs to be submitted by the Contractor on monthly basis.
- 7.12 The Contractor shall submit a copy of wages sheet showing monthly wages paid in accordance with the provisions of Minimum Wages Act to its personnel.
- 7.13 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.



- 7.15** The Contractor shall not deploy any person below the age of 18 years and beyond the age of 60 years. Persons engaged for the purpose should be pre-trained in requisite fields.
- 7.16** The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client's premises at the Client's Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 7.17** The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 7.18** The personnel engaged by the Contractor shall be dressed in neat and clean uniform with tie and hand gloves (including proper name badges).
- 7.19** The staff deployed within the CH premises shall be provided with uniform by the contract as per their job assignments and they shall wear it compulsorily while on duty. The colour and style of uniform shall be got approved by the Client. The staff should wear clean and properly ironed dress while on duty. The contractor shall employ only adult trained staff with good health and sound mind, not below the age of 18 years. He shall also nominate qualified and experienced supervisors acceptable to the Circuit House to take orders/ instructions from CH's internal and external stakeholders.
- 7.20** The contractor shall be responsible for all his employees in observing Housekeeping and safety regulations and instructions as may be issued by the office from time to time. The contractor shall have the exclusive right to appoint, substitute, suspend, transfer and terminate the services of any of his employees/ workmen to fulfil his obligations under the agreement. However, the contractor shall not in any capacity deploy any person(s) of bad character or any person whose antecedents are not acceptable to the Client. Police verification of all the workers to be deployed is a must.
- 7.21** If the furniture/ furnishing/ fixtures and any other article is damaged due to misuse or mishandling or careless act by the contractor or his employees, except normal wear and tear, the contractor shall be liable to repair or replace the item at his own cost, failing which the repair/ replacement shall be done by the Client's Office and the cost shall be deducted from the bills of the contractor.
- 7.22** In case, the Government suffers any loss of any nature on account of contractor or his employees not following Housekeeping/ safety regulations/ instructions, the contractor shall be liable to make the loss good as determined by the office at its sole discretion and the office shall have the right to recover such losses etc. from the dues payable to the contractor if any.
- 7.23** Contractor shall not engage any sub-contractor for the work assigned to him.
- 7.24** In the event of substandard performance or non-performance during the contract period, the client shall have the right to foreclose the contract and forfeit the Security Deposit

## 8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its personnel against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its personnel engaged in the provision of the Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] to the Client.
- 8.2 Cause resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] to the Client.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the Contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the Contractors risk and cost and the Contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.
- 8.4 The contractor shall supply the articles for housekeeping as per the schedules.

## 9. CORRUPT & FRAUDULENT PRACTICES

The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur: requires that bidders under this contract observe the highest standard of ethics during the period of contract. In pursuance of this policy, The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur:

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
  - (i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and
  - (ii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants / Bidders (prior to or after bid submission) designed to establish bid prices as artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of contract, if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare an Applicant/ Bidder ineligible, either indefinitely or for a stated period of time, for award a contract/ contracts, if it at any time it is found that the Applicant/ Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## 10. CLIENT'S OBLIGATIONS

- 10.1. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's personnel or agents in connection with the Services as soon as possible after the Client becomes aware of them.

- 10.2 To enable the Contractor to provide the Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours], the Client shall ensure that their staff is available to provide such assistance as required.
- 10.3 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employer's relationship with any of the workers of the Contractor.

## 11. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of One years from the date of award extendable by one year subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The contract period of 1 year can be further extended by 1 year term subject to satisfactory services and as decided by Engineer In Charge.

## 12. PAYMENTS

- 12.1 After selection of the Successful Bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours].
- 12.2 The prices in the Price Schedule shall be inclusive of all taxes (like any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time on service contracts) excluding GST.
- 12.3 The Contractor shall raise invoice per month and submit the same to Client by 10<sup>th</sup> of every following month. The payments will be made subject to availability of grant.
- 12.4 In addition to the Contract payments, the client shall pay at mutually agreed rates for any additional services required by the Client, which are not specified in the Price Schedule.
- 12.5 All payments shall be made in Indian Currency by means of Govt of Gujarat rules in the account of the Contractor.
- 12.6 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax, GST or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 12.7 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

### 13 FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

13.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

13.2 As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (i) The date of commencement of the event of Force Majeure;
- (ii) The nature and extent of the event of Force Majeure;
- (iii) The estimated Force Majeure Period,
- (iv) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- (v) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (vi) Any other relevant information concerning the Force Majeure and / or the rights and obligations of the Parties under the Contract.

### 14 TERMINATION

This Contract may be terminated by giving written notice to the contractor if:

- 14.3** The contractor is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 14.4** The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
  - 14.4.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of Security Deposit shall be forfeited and encashed.

satisfactorily as per the requirements of the Client or / and as per the Scope of Work / Requirements

#### 14.4.2 The Contractor goes bankrupt and becomes insolvent.

The Contract is terminable after giving one month notice in writing by client in the normal course in case of underperformance or non – performance or violation of terms of contracts.

### 15 DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son/s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

### 16 INSOLVENCY

**16.3** The competent authority of the OFFICE OF THE DEPUTY EXECUTIVE ENGINEER , R & B SUB DIVISION [STATE] , SIDDHPUR may at any time by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:-

- i) If the Contractor being an individual or if firm, any partner in the Contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act.
- ii) If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- iii) If the Contractor commits any breach of this contract not herein specifically provided for, such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the Contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

### 17 CURRENCIES OF BID AND PAYMENTS

**17.3** The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

### 18 GOVERNING LAWS AND SETTLEMENT OF DISPUTE

As per clause 30 of FORM B – 1 (PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS for GUJARAT STATE ROADS & BUILDING DEPARTMENT / WATER RESOURCES DEPARTMENT).

## **SECTION - 4**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. The special conditions of Contract shall supplement the "Instructions to the Bidders" as contained in Section 2 and General Conditions of the Contract (GCC) as contained in Section 3.
  
2. **INDEMNIFICATION:**  
 The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/ penalties/ awards/ decrees arising out of litigation/ claims/ application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various State Government Labour and Employment Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/ company by way of initiating suitable legal litigation against the Contractor at any point of time.
  
3. **LABOUR LAW COMPLIANCES**
  - 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the Contractor to produce documents to verify that these provisions/laws are complied with by the Contractor.
    - (a) All wages allied benefits such as leave, ESI, EPF, Gratuity (Bonus) etc, shall be paid by the Contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed unless specifically provided for.
    - (b) It is mandatory that the employees must be paid through bank by ECS/cheques.
  - 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.
  - 3.3 The Contractor shall be liable for any legal dispute / case / claims that arise or may arise during currency of the contract due to non-compliances of labour or other related laws.
  - 3.4 The Contractor shall be responsible for compliance of all the laws rules/ regulations and Govt. Instructions that are/ will be applicable to and aimed to protect the interest of the employees/ worker engaged by it and shall ensure payment of all statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
  - 3.5 The Contractor shall submit periodical returns as may be specified from time to time
  - 3.6 The Contractor shall submit the Housekeeping bill of the previous month latest by the 10<sup>th</sup> of every month to the Administrative Officer of the Client.

#### 4. OFFICIAL RECORDS:

- 4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, EPF etc. in respect of all the staff deployed in Client's office.
- 4.2 The Contractor shall maintain a personnel file in respect of all the staff who is deployed in Client's office. The personnel file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.
- 4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of personnel with Certificate that the same have been deposited with ESIC/EPFO Commissioners.
- 4.4 Each monthly bill must accompany the:
  - (a) List of employees with their date of engagement
  - (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus)
  - (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
  - (d) Copies of Challans regarding payment of EPF /ESIC as contribution.
  - (e) The copy of the periodical returns of GST.
- 4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the personnel.

#### 5. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- ❖ Are trained in and exhibit international manners and etiquettes.
- ❖ Are always smartly turned out and vigilant.
- ❖ Are punctual and arrive at least 15 minutes before start of their duty time.
- ❖ Take charges of their duties properly and thoroughly.
- ❖ Perform their duties with honesty and sincerity.
- ❖ Read and understand their post and site instructions and follow the same.
- ❖ Extend respect to all Officers and staff of the office of the Client & Guests of Circuit House.
- ❖ Shall not drink alcohol while on duty, or come drunk and report for duty.
- ❖ Will not gossip or chit chat & use mobile while on duty.
- ❖ Will never sleep while on duty post.
- ❖ Will not read newspaper or magazine while on duty.
- ❖ Will immediately report if any untoward incident misconduct or misbehavior occurs, to Vendor Control and the Client.
- ❖ When in doubt, approach concerned person immediately.
- ❖ Get themselves checked by security personnel whenever they go out.
- ❖ Do not entertain visitors.
- ❖ Shall not smoke in the office/ Guest House premises.

- ❖ Report any suspicious activity having security implication to the Client's Representative at site.
- ❖ Have Character and police verification done and ensure the personnel are deployed not involved in any criminal activity.

## **5.1 CONFIDENTIALITY**

- ❖ The phone number and movement plans of the client shall not be given to anyone.
- ❖ The following information about the client shall not be given to anyone.
  - Make & colour of the Car and registration number of any officer(s)/official(s).
  - Telephone no/ any other information.
  - Location and movement plans.
  - Meetings and conference schedules.
  - Site plan of the premises.
  - Travel details of the clients.
  - Assets of the office

## **5.2 FRISKING/ CHECKING PROCEDURES**

All Contractor's staff will be thoroughly frisked at the time of entry and their leaving the office premises.

## **6. SUPERVISION**

- 6.1 The Contractor shall depute full time Supervisor in Client's office, who shall ensure that all the duties as may be assigned differently by the Client to various categories of personnel are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 6.2 The Contractor's Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 6.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the personnel are fulfilled through Contractor or its Supervisor.

## **7. PERIOD OF CONTRACT:**

The contract will remain valid for a total period of 1 years extendable by 1 year terms subject to satisfactory services and as decided by Engineer In Charge from the date of issue of Work Order as per modalities mentioned at Para 11 of Section 3. An agreement consisting of all terms and conditions shall be executed by the Contractor immediately upon receipt of the Work Order.

The Contract can be terminated by The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur for unsatisfactory performance as against the performance standards prescribed after giving an opportunity to the Contractor. The decision of The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur shall be final in this regard.

In case of deficiency of service The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur may at any time terminate the agreement. In the event of such



cancellation, Performance Security Deposit amount of the Contractor will be forfeited to the Government apart from any other payments that may be due. The decision of Deputy Executive Engineer, R&B Sub Division, Siddhpur shall be final in the matter.

## **8. PERSONNEL'S ABILITY AND REQUIREMENTS**

- 8.1 The persons deployed by the Contractor should be properly trained, have requisite Experience and skills for carrying out a wide variety of Facility Management Services viz. housekeeping work using appropriate materials and tools/equipments.
- 8.2 The Contractor should ensure the Health and safety measures of the employees.
- 8.3 The Contractor will be responsible for supply/ installation/refilling/maintenance of all such items/equipments used in wash rooms and other areas for housekeeping purposes.
- 8.4 The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
- 8.5 The Contractor at all times should indemnify Government against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules made there under from time to time. The Client will not own any responsibility in this regard. The contract shall initially be valid for a period of 1 year and may be extended further by 1 year subject to satisfactory services and mutual consent of both parties.
- 8.6 In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Government besides annulment of the contract.
- 8.7 The Contractor must provide standard liveries to its housekeeping staff/ supervisors/ managers. The staff shall be in proper uniform as approved by the Client and with their identity properly displayed. Samples of liveries will have to be submitted by the Contractor for approval of The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur.
- 8.8 The Client will provide space for a store room to the Contractor in the premises. The storekeeper/supervisor deployed by the Contractor will store all their liveries, materials, equipments in the store room and maintain a record of the stores which shall be opened to inspection by the Client staff during working hours.
- 8.9 The Client will ensure that the office rooms, committee rooms, etc. are open at designated hours for cleaning/housekeeping work.
- 8.10 The Contactor shall:
  - a) Ensure that their manager/supervisor are equipped with mobile phones.
  - b) Arrange for garbage disposal vehicles, bins and other material required for segregation and disposal of waste in a professional manner.
  - c) Provide Waste Management Services when applicable including all equipment, disposables containers, trolleys etc. complete in all respects.

- d) Plan, manage collection, mechanized screening/segregation of dry and wet garbage in the earmarked area and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in an eco friendly manner. The Contractor will arrange for required resources, including manpower, machinery, disposal bags, bins, van, etc. The Contractor will also ensure that the garbage collection work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the Contractor to the housekeeping staff.

## **9. VARIATIONS**

The Client may order variations in the scope or quantum of work . The payment for the variation shall be worked out as per section 6 on the basis of Tendered rates for personnel.

## **10. LIQUIDATED DAMAGES:**

Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by the Client 's staff and if no action is taken within ONE hour, liquidated damages @ Rs.1000/- per complaint shall be imposed. The decision of the Client shall be final, in this regard.

## **11. PERSONNEL OF THE CONTRACTOR**

- a) Any misconduct/ misbehavior on the part of the personnel deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to the Client
- b) The Contractor should ensure to maintain adequate number of personnel and also arrange a pool of standby housekeeping staff/supervisor. In case any housekeeping staff/supervisor absents from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of housekeeping staff. If the required numbers of workers/supervisor/manager are less than the minimum required, a penalty @ Rs.1000/- per worker per day will be deducted from the bill. Manpower knowing Gujarati language will be given preference.
- c) The Counter Clerk cum Receptionist cum Telephone Operator should have good command over spoken English, Hindi and Gujarati and also, well versed with requirements of hospitality services. She/ he should have qualities of politeness, courtesy, perseverance and possess a pleasing personality.
- d) Before hiring his employees, the contractor shall have to obtain proper clearance from authorities of the Client in terms of their suitability and credentials.

## **12. MATERIALS**

- 12.1 Any deviation in the material quality and quantity quoted will invoke penalty as decided by the competent authority. For proper maintenance, suitable cleaning material which are environment friendly, not harmful to humans and property should be used.
- 12.2 The Bidders are advised to quote duly taking care of any escalation in the Housekeeping material and or any other material.

### 13. RISK CLAUSE

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement.

The Client reserves the right for termination of the contract at any time by giving one month Written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by the Client from the Contractor's Performance Security Deposit or pending bill (s) or by raising a separate claim.

- All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Deputy Executive Engineer, R & B Sub division [State], Siddhpur / Assistant. Executive Engineer, R & B Sub division [State], Siddhpur / Administrative Officer or any authorised representative of The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur.
- The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Client and shall not knowingly lend to any person or company any of the effects or assets of the Client under its control.
- In the event of loss/damage of equipments etc. at the premises of the Client due to negligence/carelessness of Contractor staff, if established after a joint enquiry, then the Contractor shall compensate the loss to the Client.
- The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the Client's premises and shall indemnify the Client for any loss or damage caused by any act of the Contractor or its employees or staff etc.
- The Contractor shall not assign or sublet this Agreement or any part thereof to any third party without the approval of the Client.
- Appointment of Supervisors will be done in consultation with Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur / Administrative Officer or any authorised representative of The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur and must be approved by them.
- Training on behavior aspects and ethics must be done regularly. Government's ways of working should be communicated to all contract staff.
- Licenses if any required for Facility Management viz. Housekeeping services at the site will be procured by the Contractor. The Client shall assist.

### 14. DISPUTE SETTLEMENT:

As per clause 30 of FORM B – 1 (PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS for GUJARAT STATE ROADS & BUILDING DEPARTMENT / WATER RESOURCES DEPARTMENT).

## SECTION - 5

### Scope of Work

Sr. No.	Facility Management Services
1.	Mechanized House Keeping
2.	Room Services & Pantry service
3.	Reception & Front Office Management Services.
4.	Laundry services

#### CLEANING SERVICES

The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. Pre designated supervisors of the Contractor will supervise the awarded work. The Contractor has to ensure that the staff deployed is dressed in neat and clean uniform approved by the Client. The Client will monitor the entire work and staff deployed by the selected contractor.

#### 1. DAILY SERVICES

Housekeeping / cleaning services should be done daily 7-days a week at regular intervals, so that the areas covered under the contract remain, spic and span all the time, working hours should be adjusted in such a manner that cleaning works do not cause inconvenience to the guests. Contractor will arrange manpower for special VIP visits.

- Changing linen in the occupied guest rooms comprising bed sheet, bed cover, night spread, pillow cover, bath towel and hand towel on alternate days or on the change of occupancy as the case may be.
  - Cleaning of vacant rooms of the guest houses, spraying fragrance to impart freshness, placing deodorant in toilet, candle and match box, paper napkins, and fresh water.
  - Cleaning of all corridors and staircases including sweeping with broom followed by wet mopping with cleaning agent shall be clean every day.
  - Sweeping of building apron, internal roads walkways and lawns etc. shall be clean every day.
  - Dusting of staircase railings, Reception area and other public areas shall be clean every day.
  - Collection of garbage from buildings, its premises, kitchen area etc. and final segregation and for its disposal to designated waste disposable units/ areas outside the premises.
  - Cleaning of attached toilets, corridors, twice everyday including disposal of garbage. Cleaning includes sweeping of floors with broom followed by wet mopping with cleaning agent, dusting of furniture, wall tiles, doors and windows etc.
  - Vacuum Cleaning of all Upholstered Furniture at least twice a month Sweeping of floors with broom followed by wet mopping with cleaning agent.
  - The agency is required to keep arrangement of suitable scaffolding/ telescopic ladder/ rope and jhoola with enough safety measures to enable cleaning/ dusting of windows, glass panes, sills/ jambs, shades, louvers and ylights etc. from inside/ outside of the building up to a height of 15.00 m.
  - The agency has to collect and dispose off any dead mouse/ bird/ reptiles etc. as and when found at any place in the campus and applying approved disinfectant immediately after cleaning as directed by the client.
  - The contractor shall have to remove, clean and dispose off any beehive or any other kind of hive of flies found anywhere in the campus as asked by the Department.
- 1.1 Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract ( such as halls, conferences rooms, committee rooms, office rooms, cabins, cubicles, etc. ).
- 1.2 Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, training rooms, office rooms, meeting rooms, security office and other areas as covered in the contract.

- 1.3 Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collecting refuse at designated site on daily basis.
- 1.4 Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. and cleaning of all window glasses and grills. Cleaning and dusting of window panes / Venetian blinds/curtains.
- 1.5 Spraying Room Fresheners in all rooms on a daily basis at regular intervals.
- 1.6 Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.
- 1.7 Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
- 1.8 Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, Chandeliers, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.
- 1.9 Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
- 1.10 Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.
- 1.11 Cleaning, dusting, scrubbing of pantries, reception, security rooms, training halls, committee rooms, computer labs, etc.
- 1.12 Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains etc. or anything not mentioned above but directed by the management on behalf of the Client.

## **2. WASTE DISPOSAL MANAGEMENT**

The Contractor will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The Contractor will also ensure segregation of bio degradable and non bio degradable garbage. Finally, the Contractor will arrange to suitably transport and dispose garbage from the earmarked area to the nearest corporation bin outside each premises.

The Contractor shall keep suitable size and specification bins at the collection area.

The Contractor will employ his staff for the collection / disposal work. The garbage will have to be disposed off at least twice a day. The Contractor will also arrange for the garbage bags, prepare a flowchart indicating the method of collection / disposal, etc.

## **3. WEEKLY SERVICES**

The deep cleaning of the entire area will be done by the Contractor once a week as under:-

- 3.1 Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- 3.2 Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors, staircases and toilets. Scrubbing of all floors and ceramic tiles . Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
- 3.3 Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
- 3.4 Cleaning of all windows glasses and grills with detergents / cleaning agents.
- 3.5 Washing of outside area with High Pressure Jet Machine.
- 3.6 Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- 3.7 The Tenderer will make a cleaning programme and submit to the Client for weekly cleaning so that the Client's concerned official / In-charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.
- 3.8 The Contractor will work in the specified area mentioned in the scope of work.

### **C. HOUSEKEEPING MONITORING AND CONTROL**

For better management and smooth services the following monitoring mechanism will be adopted by the Contractor.

#### **(i) Toilets Checklist**

This is to be attached on the back of the toilet door. It is to be filled up by the Contractor supervising staff on duty daily.

#### **(ii) Management / Housekeeping Service Requirements / Complaint Reports**

This is to be filled up by the management and administrative staff of the Contractor who receive/ observe the complaints/ requirements for any of the services. All suggestion, complaints related to services or staff deployed by the Contractor will be registered and reported to caretaker. The Contractor will take immediate action to resolve the same failing which the penalty clause will be invoked.

#### **(iii) Housekeeping Services Complaints Register**

This register is to be completed on the basis of information received by the housekeeping Manager through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter/ fax/ e-mail, verbal complaints from Manager, etc. and necessary action is to be taken

#### **(iv) Cleaning Photographs**

Day to day photographs of cleaning with time shall be taken and recorded. It shall be produced to Engineer In charge as and when required or as directed by Engineer In Charge.

#### **(v) Records to be maintained:**

It would be mandatory for the contractor to maintain an exhaustive record for Performance Monitoring and Personnel Management of its staff and must be made available to the client for scrutiny on demand. Following is an indicative (not exhaustive) list of records to be maintained by the contractor:

- a) Deployment Sheet of the house keeping staff, technical Staff, peripheral staff.
- b) List of items placed in the room before arrival.
- c) Daily Cleaning Schedule.
- d) Room Cleaning Check list.
- e) Toilet Cleaning Check list.
- f) Weekly Task planner and compliance.
- g) Fortnightly Task Planner and compliance.
- h) Stock Registers of Store.
- i) Employment Complaint Register.
- j) Bio-metric Attendance details.
- k) Security clearance Register of the Staff.
- l) Monthly Wage sheets in compliance with Minimum wages Act & Contract Labour Act.

## SECTION – 5.1

### ADDITIONAL SCOPE AND PARTICULAR CONDITIONS FOR GUEST HOUSE

In case of any differences, these particular conditions of contract supersede the General conditions of contract. The services shall be provided round the clock on all days, including holidays:-

The Services include:-

- (i) Cleaning of the whole premises including toilets and open areas.
- (ii) Wet moping of covered areas.
- (iii) Cleaning of window panes and door panels.
- (iv) Cleaning and dusting of furniture and fittings.
- (v) Vacuum cleaning of all carpets and furniture upholstered.
- (vi) Cleaning/sweeping of the entire complex including open space, lawns and land area
- (vii) Maintaining and cleaning drainage system .
- (viii) Deploying qualified and trained people for front office management and Reception/hospitality along with and under the command of Client.
- (ix) Any other work within the scope of the Manual prescribed for the purpose.

1. **ROOM:** The Contractor shall be responsible for routine cleaning of the guest rooms every day in the morning and evening. The Contractor shall also maintain cleanliness in the rooms throughout the day and shall clean the room thoroughly on guest check out and keep it ready for the next arrival.

**(a) THE ROUTINE CLEANING WILL INCLUDE**

- Dusting of the furniture in the room including bed, chair, table TV, fridge, etc.
- Sweeping and mopping the entire room with disinfectant solution.
- Cleaning of Toilet and bathroom with a bathroom cleaning solution.

**2. CLEANING OF OFFICES / COMMON UTILITY SPACE/ ROOMS**

- The Contractor shall remove trash from office dustbins and change the trash liner every evening before closing hours.
- The offices shall be dry dusted and swept after the closing hours.
- Vacuum cleaning shall be done on carpet and upholstery.
- The worktables shall be cleaned with soap solution in the morning.
- The office shall be mopped with soap solution in the morning.
- Office staff rest rooms / toilets shall be cleaned using soap solution and kept odour free deodorizer.

**3. CLEANING OF CRITICAL AREAS**

- All the dustbins shall be washed and lined with colour coded bags in the morning. The trash bags shall be changed when it is full.
- The floor shall be thoroughly mopped with a specialized soap solution.
- Toilets / bathrooms shall be cleaned with soap solution and kept odour free using deodorizer cubes.
- The common area shall be swept and mopped in the morning and at regular intervals to keep them clean.

#### **4. GLASS WINDOWS and DOORS**

- The Contractor shall have his staff to clean glass with appropriate soap solution on weekly basis.
- Internal Glasses shall be wiped with dry cloth to remove fingerprints at regular intervals.

#### **5. GARBAGE DISPOSAL**

- The Contractor shall collect garbage in specified colour coded bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area within the specified location.



## **CLEANING SCHEDULE**

<b>S. No</b>	<b>Activity</b>	<b>Frequency</b>	<b>Agents Used</b>	<b>Responsibility</b>
<b>Kitchen</b>				
1	Removal of Garbage	Twice in a day 2.30 pm and 7.30 pm	Black Garbage Bag	Multi Task Staff
2	Brushing	Thrice in a day 8.00 am, 12.00 pm, 6.00 pm as and when required	Flat Mop and feather brush	Multi Task Staff
3	Dusting	Thrice in a day 8.00 am, 12.00 pm, 6.00 pm as and when required	Z colour duster	Multi Task Staff
4	Mopping	After every three hours and after every meal as and when required	Mopping Instrument like wiper etc.	Multi Task Staff
<b>PUBLIC AREA WASHROOM</b>				
1	Cleaning	Cleaning will be done after every 2 hour and a person will be stationed there	With appropriate cleansers & equipment's.	Multi Task Staff
2	Washroom cleaning with phenyl and water	Cleaning will be done after every 8 hours or as and when required	With appropriate cleansers & equipment's.	Multi Task Staff
<b>CORRIDOR</b>				
1	Mopping with dry mop	In continuation	Flat Mop	Multi Task Staff
2	Mopping	After every 4 hours as and when required	Mopping Instrument like wiper etc.	Multi Task Staff
<b>LOBBY</b>				
1	Dusting	In continuation	Z Colour duster	Multi Task Staff
2	Brushing with dry Mop	In continuation	Flat Mop	Multi Task Staff
3	Mopping	After every 4 hours as and when required	Mopping Instrument like wiper etc.	Multi Task Staff
4	Mopping	After every 8 hours as and when required	With appropriate cleansers & equipment's.	Multi Task Staff
<b>ADMINISTRATION ROOM/STORAGE ROOM ENGINEERING OFFICE</b>				
1	Brushing	Once in a day it starts from 7.30 am as and when required	Feather Brush	Multi Task Staff
2	Mopping	Once in a day it starts from 7.30 am as and when required	Mopping Instrument like wiper etc.	Multi Task Staff

**SECTION – 6**  
**FORMS**

FORM-I	CONTACT DETAILS FORM
FORM- II-	FORM FOR FINANCIAL CAPACITY
FORM- III-	ARTICLES OF AGREEMENT

**FORM-I**  
**CONTACT DETAILS FORM GENERAL DETAILS OF BIDDER**

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
3. COMMUNICATION ADDRESS
4. PHONE NO./MOBILE NO.
5. FAX
6. E-MAIL I.D.

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE**

1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE NO.
4. MOBILE NO.
5. E-MAIL I.D.

**UNDERTAKING**

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. I give the rights to the competent authority of the OFFICE OF THE DEPUTY EXECUTIVE ENGINEER , R & B SUB DIVISION [STATE],SIDDHPUR to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
3. I hereby undertake to provide the Mechanised House Keeping, Front Office Management, Reception as per the directions given in the tender document/contract agreement.

**Signature of the Authorized Signatory**

**Date :-**

**Place : -  
(Office seal of the Bidder)**

**Designation**

**FORM- II****FORM FOR FINANCIAL CAPACITY****Description Financial years****(Amount in Rs.)**

<b>Description</b>	<b>Financial Years</b>				
	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
<b>Annual Turnover</b>					
<b>Net Worth</b>					
<b>Profit Before Taxes</b>					
<b>Profit After Taxes</b>					

**To be signed/stamped by CA**

### **FORM- III CONTRACT AGREEMENT**

THIS AGREEMENT is made on ..... between The Deputy Executive Engineer , R & B Sub Division [State] , Siddhpur (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at OFFICE OF THE DEPUTY EXECUTIVE ENGINEER , R & B SUB DIVISION [STATE],SIDDHPUR -384151 of the One Part,

#### **AND**

M/s ..... having its registered office at..... (Hereinafter referred to as "The Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours].

M/s ..... having its registered office at..... (Hereinafter referred to as "The Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours].

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated ..... for "availing Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] at its office under Tender No .....
- II. AND WHEREAS the Contractor submitted his bid vide .....in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/s ..... as the successful bidder ("the Contractor") pursuant to the bidding process and, awarded the Letter of Acceptance (LoA) No. ...., to the Contractor on..... for a total sum of .....[Rupees ..... Only].
- IV. AND WHEREAS the Client desires that the Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] (as defined in the Bidding Document)be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other Contractors / parties for the Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours] in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII. AND WHEREAS the Contractor has fully read, understood and has undertaken to abide by all the terms and conditions as stipulated in the Tender Documents for providing all services as per the scope of work, penalties, service parameters/ indicators and payments strictly in terms of such definitions as stated in relevant tender documents and accepted by

the contractor by virtue of his signatures on each page of the tender documents. The contract is liable to be terminated at any time, without assigning any reasons by the Client if there is any discrepancy in discharge of services as per the scope of services mentioned in the tender documents. The description regarding enforcing force majeure clause, arbitration and service parameters/ indicators will also be as per the tender documents.

VIII AND WHEREAS the Contractor shall be responsible for payment of Goods & Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Goods & Service Tax Charged in the said bill.

IX AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) The Letter of Acceptance (LoA) issued by the Client.
  - (b) Notice to Proceed (NTP) issued by the Client
  - (c) The complete Bid, as submitted by the Contractor.
  - (d) The Addenda, if any, issued by the Client.
  - (e) Any other documents forming part of this Contract Agreement till date. (Security Deposit)
  - (f) Charges - Schedule annexed to this Article of Agreement
  - (g) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

**Signed on behalf of the Contactor  
Government of Gujarat**

**Signed on Behalf of**

**(Authorised Signatory)**

**(Authorized Signatory)**

**SECTION – 7**  
**ROAD AND BUILDING DEPARTMENT**  
**OFFICE OF THE DEPUTY EXECUTIVE ENGINEER, R&B SUBDIVISION,**  
**NEAR TALUKA PANCHAYAT , SIDDHPUR 384151**  
 Website: <https://tender.nprocure.com>  
 Email : rnbsidhpur@gmail.com  
 Phone No. 02767-223400

**Various Buildings Under R & B Sub Division Siddhpur [Supplying Of Various Skilled , Semi Skilled And Unskilled Labours]**

Sl. No.	Particulars	YES/NO	Pg. No.
1	Have you filled in and signed the Contact Details Form? (Pg.No.4)		
2	Have you read and understood various conditions of the Contract and shall abide by them?		
<b>TECHNICAL BID</b>			
3.	Have you paid the cost of Tender Form of – Rs ____/-		
4.	Have you paid the EMD on line of Rs. ____/- in the Technical Bid?		
5	Have you Uploaded the proof of No. of Years of Company in Operation ? (Described on Pg.10)		
6	Have you Uploaded Turnover Certificate of company signed by C.A. (Described on Pg.10)		
7	Have you Uploaded Number of Employees on roll of Agency (Payroll with Authorized Sign / PF Challan) (Last 5 Year 2021-22 to 2025-26)? (Described on Pg.10)		
8	Have you Uploaded Organizations worked (Last 5 Year 2021-22 to 2025-26) (Form 3-A / Completion Certificated Only) (Described on Pg.10)		
9	Have you Uploaded Facility Management / House Keeping Services Experience value of 5 lac (10% of tender cost) or more (Completed or Ongoing) either category as under (last 5 yrs.) Form 3-A / Completion Certificate Only (Described on Pg.10)		
10	Have your Technical Bid been submitted on line as per the requirements of the Tender?		

## **SECTION – 8**

### **DOCUMENTS TO BE FURNISHED BY BIDDER**

1. TENDER FEE / BID DOCUMENT FEE
2. EARNEST MONEY DEPOSIT (Exemption certificate for EMD shall not be accepted)
3. REGISTRATION CERTIFICATE OF APPROVAL CLASS “ E-2 AND ABOVE”
4. VALID BANK SOLVENCY OF RS. 5,00,000 OR MORE OF CALENDAR YEAR 2026.
5. GST REGISTRATION
6. PAN CARD
7. OTHER DOCUMENTS AS PER TENDER (FOR PREQUALIFICATION)

નોંધ : - ઈજારદારશ્રી દ્વારા તમામ દસ્તાવેજો પર ક્રમાનુસાર પાના નંબર આપીને મોકલવાના રહેશે.