

SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK::

1. DETAILS OF WORK PLACE:

- a. The successful Agency will have to maintain the cleanliness, sanitation and hygiene in the Quarter and its premises of Staff Quarter at Shobheshwar Road Morbi as detailed below:-

Category	No. of Floors
Main Building VVIP 4 Rooms	Ground+1
Annexe Building 1 8 Rooms	Ground+1
Annexe Building 2 12 Rooms	Ground+1
Manager Quarter and Office	Ground+1
Entire Campus area with Roads,Parking and garden	Campus Area

2. WORK TO BE DONE:

- a. Sweeping, Cleaning and mopping (Wet & Dry Both) of the Whole Campus Area,Building Area, Lobby, Passage, Staircase,Terrace,OTS Area ,Side Wall,Corner Area of Building,Door and Windows,Lintels,Common Toilets,Water Drinking Area,Wash Basin Area,Side Wall of Toilets,Inspection Chamber, Drainage Lines,Glass Mirrors etc. and collection of all waste material and disposal of the same in Corporation Garbage Trolley/Tractor when arrived as per instructions of the Engineer-In-Charge.
- b. On Daily Basis Clean all the floor,Staircase of Building with Surface disinfectant Cleaner liquid and clean glass mirror with the Help of Hard Water Stain Remover and Glass Cleaner.Wash other areas with normal water as per requirement and clean other campus and garden areas with brooms.Also Maintain garden with gardening tools neat and clean.
- c. Once in the Early morning (TIME: 7.00 AM to 4.00 PM) in all the areas including Staircase,Passage,Parking and Campus etc. and after that clean as per requirements and instruction of Engineer-in-charge.All the offices should be cleaned before its opening time of 10.30 AM.
- d. Removing stains from floor and glass by using suitable cleaning agents as required without leaving any undesirable post cleaning marks.
- e. Apart from the above specified work, the workers can be utilized by Engineer-In-Charge as per its discretion and requirement for such work as shifting of furniture or any other manual work.

- f. An attendance sheet at Premises will have to be maintained for the workers. It will have to be signed by each worker and supervisor every day.
- g. After Cleaning work is completed Geo Tagged Photographs of the entire Area will Be Captured By Supervisor and Maintain Its Record and Submit at the Time of Bill Clearance Process.
- h. The Receptionist cum supervisor will supervise the entire work and will be mandatorily present on the campus/Reception table every day during working hours. If any defect or mistake is found in the work regarding cleaning, the supervisor will be responsible. He also acts as a Receptionist and Performs all the Duties as per Instruction of Engineer-in-Charge or Circuit House Manager.
- i. The Receptionist cum supervisor will be in constant contact with the Circuit House Manager or officer appointed by the Engineer-in-Charge. It will be the responsibility of the supervisor to ensure that the instructions given by him are followed.
- j. The people assigned to this work cannot be engaged in any other work during the period of this work so that this work is not disrupted.
- k. All the Staff of Cleaning and Sweeping Work, Room Services, Cafeteria Services, Gardening Work, Security Services and other Upkeeping Services etc Should Work Under Circuit House Manager or Engineer-in-Charge and must follow instructions given by him.

3. GENERAL CONDITIONS RELATED TO E-TENDER:

- a. In case more than one bidder quotes the same rates resulting in a tie the lowest bidder will be decided on the basis of draw of lots.
- b. The bidder should produce a labour licence. (After awarding the contract) To carry out the above specified work mentioned above, the **Agency shall provide Minimum 11 workers for Cleaning, Sweeping Work, Room boys and Other works (Morning 1st Shift), Minimum 5 workers for Cleaning, Sweeping Work, Room boys and Other works (Afternoon 2nd Shift), Minimum 3 workers for Cleaning, Sweeping Work, Room boys and Other works (Night 3rd Shift), 1 Security guard in 8 Hour 3 Shifts alongwith 01 receptionist cum supervisors (Non-Technical Supervisory staff - Matriculate but not graduate) in 8 Hour 3 Shifts.**
- c. As and when the minimum wages are revised by the Govt. The contractor will have to pay laborers accordingly.
- d. The overall general timings for carrying out cleaning and other services of the above detailed work shall be from 7.00 AM to 4.00 PM. However, the Circuit House Manager or Engineer-in-charge may engage all the workers after 4:00 PM or Changes Time of workers as per exigencies or its need. For Water Supply workers have to be working as when water supply is needed.
- e. For Security at the Gate for the entire Campus Chowkidar/Security Guard has to be Present at Premises 24x7 Days and for that Agency has to Arrange workers in 8 Hour Shift Basis.

- f. The Circuit House Manager or Engineer-in-Charge may reduce the number of Workers by considering the requirement of the work.Amount will be paid on Reduced or Available Workers on Pro-rata Based Only.
- g. The Agency shall ensure that the workers are polite, courteous, well behaved and honest. The Agency shall be responsible for the conduct/integrity of persons deputed for cleaning works in the premises of quarter and will also be responsible for any act of omission or commission on their part.The Agency will vouch for their character and integrity. Before deploying a particular worker at Quarter, the Agency shall get his/her antecedents verified by the police and a copy thereof will be deposited by the agency to this office. The Agency's workers shall not indulge in any unlawful activity in the premises and shall have good moral character. The Agency shall be fully responsible for any theft, burglary, fire or any other mischievous deeds/ damage done by its workers.
- h. The Agency shall comply with all the relevant laws and regulations applicable in the matter of such workers. The Agency should be liable for implementation of Labour Law and Social Legislations in respect of workers engaged by it for carrying on its business.
- i. The Agency shall ensure that its workers do not disturb the residents or make any sort of noise in the premises or rooms.The security and privacy of the people living in the quarters must be maintained.
- j. Aadhar Number or any other photo Identity Card of the workers engaged and their bank account number should be provided after award of the contract.
- k. The agency will provide new uniforms/badges, gumboots to all employees who will wear them while working and keep their uniforms clean.
- l. The agency can ensure that workers wear protective equipment such as gloves, gum boots and pollution masks while carrying out cleaning work.it will be the agency's responsibility to provide such protective equipment to the workers at its own expense.
- m. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the service provider.
- n. Insurance and accident risks of the workers will be the sole responsibility of the Agency.
- o. All the workers of the Agency shall have to be medically examined and declared free from infectious disease(s) by an M.B.B.S. Doctor. The medical certificate in respect of each worker has to be made available by the Agency and submitted to the R&B Division Morbi.
- p. The Agency shall strictly abide by all the instructions issued by this R&B Division Morbi from time to time.
- q. The Agency shall be directly responsible for the wages, provident fund,bonus or any other benefits as may be available to its employees under relevant acts and regulations applicable in Gujarat. The Circuit House Manager or Engineer-in-Charge or R&B Division Morbi shall not entertain any such claim from the workers

deployed by the Agency in its premises. If the workers go on strike or stage any kind of agitation regarding salary, allowance etc. or permanent status, the agency will be fully responsible for it. The department here will not be responsible.

- r. The Agency shall submit monthly statements showing details of PF & ESI contributions from the firm and its workers. The Agency shall also submit a copy of return filed with the concerned Govt. Agencies in this regard as and when filed.
- s. The Agency shall supply and use the material of the standard quality ISI marked brands only. If any material to be used in the premises does not come or exist with ISI mark, only good quality items will be accepted. The engineer-in-charge's decision to accept/reject a particular item shall be final and binding on the Agency. The Agency shall be responsible to supply/replace any of the required items to the full satisfaction of The engineer-in-charge at all times during the validity of the contract. The supply of material by the Agency will be inspected and certified by an officer deputed by The engineer-in-charge.
- t. The Agency shall supply the sufficient material to the labour from time to time. The Agency shall not be permitted to stop supplying any item for any reason. However, for any short supply/ non-supply of a particular item in a particular month due to reasons beyond the control of the Agency, proportionate deduction will be made from the particular monthly bill submitted by the Agency as per the respective (item wise) rates prevailing in the GeM/N-procure or rates Decided by the Engineer-in-Charge.
- u. The bidder shall submit its price bid/offer in Indian rupees and payment under this contract will be made in Indian Rupees. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Agency and no representation will be entertained on this issue by The engineer-in-charge
- v. The engineer-in-charge will be at liberty to set up a committee(s) of officers to supervise cleanliness or other Upkeeping Services in all the areas mentioned above. The directions of such committee(s) with regard to the general cleanliness or other Upkeeping Services, would be binding on the contractor for compliance.
- w. The engineer-in-charge reserves the right to order any worker of the Agency to leave its premises if his/her presence at any time is felt undesirable.
- x. If the quoted tender bid is lower than the minimum wage of the all workers put together, then the tender will be cancelled outright.

4. TERMS OF PAYMENT:

- a. The Agency shall be required to furnish a certificate every month to the effect that its workers are being paid wages as per Gujarat Govt. Rules of Minimum Wage Acts. The Agency will also be required to submit the acquaintance roll of the workers showing the amount paid and received by them in token of having received the payment. This acquaintance roll will be submitted for the preceding month's payment made to the workers with every monthly bill.

- b. The Agency shall be required to furnish a Geotagged photograph after cleaning work completed in such a way that all the area of building premises is covered/seen on Daily Basis with every monthly bill.
- c. The Agency shall be required to furnish a muster roll/attendance sheet of Workers in Prescribed format with every monthly bill.
- d. The agency shall ensure that all payments to the workers/supervisors should be made through Bank/e-transfer directly in their bank account and not in cash without waiting for the clearance of the bill from the The engineer-in-charge. Details should be provided to The engineer-in-charge alongwith claims/bills.
- e. The agency will also have to submit the original invoice/bill of Purchase of material every month at the time of bill payment.
- f. The agency will not be paid for days when workers are not at work. Also, the agency will not be paid for the number of workers who are absent during the day. This matter must be recorded in the attendance register.
- g. The Agency shall be required to furnish a Certificate of Work Satisfactorily Completed from Residents of Quarters with every monthly bill as per Instruction of Engineer-in-charge.

5. PENALTY

- a. The engineer-in-charge shall have the right to impose penalty on the Agency or deduct such amounts as deemed appropriate from its security deposit in the event of The engineer-in-charge being put to any financial loss directly or indirectly by any act of omission/commission or negligence on the part of the Agency's workers, for any deficiency in services, violation of any provision of this Agreement, any damage caused due to omission/commission and / or negligence on the part of the workers, etc. In case of damage The engineer-in-charge shall have the right to impose such further penalty as deemed appropriate by it.
- b. In case the requisite no. of Labours/Man Power are not deployed by the Agency, **apart from the deduction of amount on account of wages, a penalty@ Rs. 500/- per day per worker** will be imposed.
- c. In case any deficiency in cleanliness brought to the notice of the Receptionist cum Supervisor/ Representative of the Agency is not attended to within 2 hours, a penalty of **0.15% of Approved Tender Amount per day** will be imposed on the Agency.
- d. If the work is not done even after giving notice to the agency, The engineer-in-charge can cancel the agreement and consider blacklisting the agency.
- e. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the The engineer-in-charge besides annulment of the contract. The engineer-in-charge reserves the right to terminate this initial contract at any time even before expiry of one year period after giving two-week notice to the selected service providing Company/Firm/ Agency.
- f. In case of any theft or loss of property due to negligence or carelessness of the contract personnel, the agency/contractor will be fully responsible and it will have

to make good of the losses incurred to The engineer-in-charge. otherwise the same will be deducted from the performance security deposit to be deposited by the service provider.

6. SUBLETTING:

- a. The Agency shall not appoint any sub-contractor for the work under any circumstances.

7. CONTRACT PERIOD:

- a. The contract will be valid for a period of **12 months** w.e.f. award of the contract. However, the contract can be extended in favour of the Agency by The engineer-in-charge on the request of Agency, on the same rates, terms and conditions as in the present contract on the basis of its satisfactory services and in exigency of work for a further period of one year. The grant of extension of contract will be at the sole discretion of The engineer-in-charge.

8. OTHERS

- a. ટેન્ડર ફી રૂ.
- b. ઈ.એમ.ડી. રૂ.
- c. પાનકાર્ડની નકલ
- d. એજન્સીનું GST રજીસ્ટ્રેશન નકલ
- e. એજન્સીની EPF માં રજીસ્ટ્રેશનની નકલ.
- f. એજન્સીની ESIC માં રજીસ્ટ્રેશનની નકલ.
- g. એજન્સીની મેનપાવર આઉટ સોર્સિંગ તરીકેની છેલ્લા ત્રણ વર્ષમાં કરેલ સરખા પ્રકારની કામગીરી એટલે કે, સેવક, કમ્પ્યુટર ઓપરેટર, ડ્રાઈવર, પટ્ટાવાળાની સેવાઓની ગવર્મેન્ટ વિભાગમાં સંતોષકારક કામગીરીના 3A ફોર્મના પ્રમાણપત્રો ની નકલ જરૂરી છે અન્ય પ્રમાણપત્રો સ્વીકારવામાં આવશે નહિ જેની નોંધ લેવી. ટેન્ડર મુજબ અંદાજિત રકમની કામગીરીના ઓછામાં ઓછી ૪૦% કામગીરી છેલ્લા ૩ (ત્રણ) વર્ષમાં કોઈપણ એક કામમાં હોવું જરૂરી છે.
- h. એજન્સીની ચાલુ કેલેન્ડર વર્ષમાં ટેન્ડરની રકમના ૨૦% રકમની બેંક સોલ્વન્સીની નકલ.
- i. એજન્સીનું R & B રજીસ્ટ્રેશનની નકલ (ડી વર્ગ અથવા ઉપર).
- j. ટેન્ડરના ભાવો મંજૂર કરવાની/ના મંજૂર કરવાની સત્તા સમક્ષ અધિકારીની અબાધિત રહેશે. તથા પુર્વપાત્રતા અંગેનો આખરી નિર્ણય કમીટી/સક્ષમ અધિકારીશ્રીનો રહેશે.

- k. ઈજારદારશ્રીને તેઓના માણસોને પગારનું સમયસર તારીખ ૧ થી ૫ સુધીમાં ચુકવણું કરવાનું રહેશે અને તેઓના PF , ESI ની કપાત અંગેની સઘળી જવાબદારી ઈજારદારશ્રીની રહેશે. તેમજ બોનસ અને અન્ય ભથ્થાનું ચુકવણું ઈજારદારશ્રી દ્વારા દર મહિને પગાર સાથે જમા ફરજિયાત કરાવવાનું રહેશે. (વિગતો દર મહિને નિયત ટેબલમાં રજુ કરવું)
- l. નાયબ શ્રમ આયુક્તની કચેરી દ્વારા આપવામાં આવેલ ખાસ ભથ્થાના દૈનિક દર જે તે સમય માટે લાગુ પાડેલ છે ત્યાર પછીના સમયગાળા માટે સરકારશ્રીની વખતોવખતની સુચના મુજબ જે આદેશો આવે તે પ્રમાણે ચુકવણું કરવાનું રહેશે તથા તે પ્રમાણે જ બિલ રજુ કરવાનું રહેશે.
- m. ફન્ડ ઉપલબ્ધ થયેથી ચુકવણું કરવામાં આવશે જે બાબતે કોઈ વાદ-વિવાદ કે તકરાર ચલાવી લેવામાં આવશે નહિ.
- n. આપના દ્વારા રાખવામાં આવેલ તમામ કર્મચારીઓના પી.એફ., ઈ.એસ.આઈ. વગેરેની રકમ ભરવાની રહેશે. અને ભરેલ રકમનું ચલણ વગેરે અત્રેની કચેરીમાં બીલ સાથે મુકવાનું રહેશે. ત્યારબાદ આપના બીલ પાસ કરીને ચુકવણું કરવામાં આવશે. જેની ખાસ નોંધ લેવી.
- o. લઘુતમ વેતનના પ્રવતમાન દર,ડી.એ, ઈપીએફ, ઈ.એસ.આઈ વગેરે જેવા અન્ય ખર્ચના દરથી ઓછા ભાવવાળા ટેન્ડર ધ્યાનમાં લેવામાં આવશે નહીં (નોન રીસ્પોન્સીવ ગણાસે)
- p. કોઈપણ ટેન્ડર રદ કરવું કે સ્વિકારવું એ અત્રેનો નિર્ણય આખરી રહેશે.

9. ખાસ નોંધ :

ઉપરોક્ત દર્શાવેલ ટેન્ડરની બધી જ શરતો એજન્સીને મંજૂર હોય તેવું રૂપિયા ૩૦૦ આ સ્ટેમ્પ ઉપર નોટરાઈઝ કરી બાહેધરી આપવાની રહેશે. જે એજન્સીને બંધનકર્તા રહેશે. જે ઓરીજીનલ વિભાગને રજૂ કરવાની રહેશે અને સ્કેન કરેલ દસ્તાવેજો સાચા છે એ મતલબનું પ્રમાણપત્રમાં ઉમેરો કરવાનું રહેશે.

કાર્યપાલક ઈજનેર
માર્ગ અને મકાન વિભાગ,
મોરબી