

**Gujarat Narmada Valley Fertilizers and Chemicals Limited (GNFC) – (n)Code Solutions  
IT Division**

**REQUEST FOR PROPOSAL (RFP)  
FOR  
Rendering housekeeping & sanitation services at GNFC Infotower,  
Ahmedabad.**

**RFP No. GNFC/IT/ Admin / HK/2026**

**Dated – 18.06.2026**

**RFP invited by (n)Code Solutions – IT division of GNFC Ltd.  
Address: 501, GNFC Infotower, Bodakdev, Ahmedabad Office**

Dear Sir,

We are pleased to enclose a detailed RFP document for the requirement of our preferred locations at GNFC Infotower. Standard 'General Conditions of Contract - GCC', the 'General Conditions of Purchase – GCP', MSME and GST Annexure are also part of the RFP document.

The proposal must cover all aspects of the offer including strengths and weaknesses of your offering. Any competitive advantage worth highlighting may be suitably mentioned.

The closing date for submission of Bids is 30.06.2026 . Bids received after the closing date & time may not be considered for evaluation.

Expecting timely response and with good wishes,

Yours faithfully,

**For GNFC Ltd.,**

**H R Patel,  
AGM**

Sub: Request for Proposal for rendering sanitation services and housekeeping at GNFC Infotower, Ahmedabad.

Dear Sir/Madam,

1. The Gujarat Narmada Valley Fertilizers & Chemicals Limited. ( hereinafter shall be referred to as any of the following “GNFC” or “Authority” or “(n)Code”), Promoted by Govt.of Gujarat, has strategically diversified since 1989 expanding its portfolio much beyond Fertilizers and Chemicals.
2. The IT division – (n)Code Solutions was established in 1999 and has since become a leading provider of digital signature certificates in India. (n)Code Solutions is licensed by the Controller of Certifying Authorities (CCA) in India to issue digital signature certificates, and its certificates are recognized by various government agencies and other organizations.
3. Since its inception the IT division of GNFC Ltd. has grown substantially. IT Division (an ISO 9000:2008, CMMI Level 5, ISO 2000 and ISO 27001:2005 certified), set up 13 years back, is amongst the few Commercial Certifying Authorities licensed by Controller of Certifying Authorities in India with the enforcement of the IT Act 2000.
4. Since then IT division has scaled new horizons in IT sector offering services like PKI and Digital Signatures, e-security solutions, e-procurement, remote IT Infrastructure management, and creation of Data centers, e-Governance projects (G2G & G2C), System Integration projects, consulting projects and large scale e-surveillance project on turnkey basis. We offer Digital Certificates that can integrate with applications such as emails, workflow, enterprise wide applications, or secure VPNs. The Digital Certificates can be used by individuals, corporate and government to secure online B2B / B2C applications and other online transactions.
5. IT Division - GNFC intends to award “Rendering Sanitation and Good Housekeeping Services at GNFC Infotower, Ahmedabad” for the initial period from 01/08/2026 to 31/07/2027.
6. For the purpose, IT division of GNFC is interested in engaging the services of a Competent, Reliable, Experienced and Efficient Contractor/Service Provider, for offering “Rendering Sanitation and Good Housekeeping Services at GNFC Infotower, Ahmedabad” for a period of One (1) Year, which may be further extended for a period of one year subject to satisfactory performance and at the sole discretion of IT division of GNFC. Such extensions if offered by IT division of GNFC shall have to be compulsorily accepted by the Contractor.
7. The parties interested to participate in the subject Tender must read and comply with the instructions and the terms and conditions of the present tender notice as well as of the Annexure(s) hereto.
8. Sealed bids/e-bids (as the case may be) are invited by GNFC from the intending parties, in the prescribed form for the subject of Rendering assistance in Operation of electrical elevators at GNFC Infotower, Ahmedabad, for the period of one (1) year from the date of issuance of Work Order.

For e-tendering, the intending participants must get themselves registered with the Company on its e-tendering portal i.e. <https://tender.nprocure.com/>, so as to participate in the e-tendering process.

Intending Bidders will fill the non-commercial as well as the commercial bid as per the format of quotation provided on the aforesaid e-tendering portal. Bidders must carefully go through all the Annexure(s) containing the General Instructions, Special Conditions of Tender/ Contract, GCC etc. and fill the bid with unconditional acceptance of all the terms and conditions of this Tender and the Annexure(s) attached hereto.

For submission of the bids in electronic form, it is advised to keep the relevant documents and data in scanned form.

9. The General Instructions, the Special Conditions of Tender/ Contract and the General Conditions of Contract (GCC) of GNFC and various other Annexure to this document (set out in this tender document) shall form the integral part of this Tender Document.

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## 1. Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the GNFC or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the “Proposal”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the GNFC, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for GNFC, its employees or Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GNFC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

GNFC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.



## 2. Glossary

Abbreviation	Meaning/Expansion
<b>BG</b>	Bank Guarantee
<b>BoQ</b>	Bill of Quantity
<b>BEC</b>	Bidders Evaluation Committee
<b>PC</b>	Procurement Committee
<b>DD</b>	Demand Draft
<b>EMD</b>	Earnest Money Deposit
<b>GST</b>	Goods and Service Tax
<b>HOD</b>	Head Of Department
<b>IT</b>	Information Technology
<b>INR</b>	Indian Rupee
<b>Lol</b>	Letter of Intent
<b>PBG</b>	Performance Bank Guarantee
<b>PQ</b>	Pre-Qualification
<b>TQ</b>	Technical Qualification
<b>RFP</b>	Request for Proposal
<b>RFQ</b>	Request for Quotation
<b>EOI</b>	Express of Interest
<b>SI</b>	System Integrator
<b>SLA</b>	Service Level Agreement
<b>(n)Code</b>	IT Division of GNFC Ltd.
<b>GNFC</b>	Gujarat Narmada Valley Fertilizers & Chemicals Limited
<b>NIT</b>	Notice Inviting Tender
<b>JV</b>	Joint Venture
<b>GoG</b>	Government of Gujarat
<b>GOI</b>	Government of India
<b>O&amp;M</b>	Operations and Maintenance
<b>SOP</b>	Standard Operating Procedure
<b>SoR</b>	Schedule of Requirement
<b>SoW</b>	Schedule of Work
<b>SPOC</b>	Single Point of Contact
<b>UoM</b>	Unit of Measurement

### 3. Definitions

In this document, the following terms (in Alphabetical order) shall have following respective meanings:

1. "Acceptance Test" means the acceptance testing of the ordered product & services on completion of installation and commissioning under the project.
2. "Acceptance Test Document" means a document, which defines procedures for testing the ordered products & services against requirements laid down in the Agreement.
3. "Agreement" means the Service Level Agreement to be signed between the successful bidder and GNFC including all attachments, appendices, all documents incorporated by reference thereto together with RFP and any subsequent modifications in the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. "Authorized Representative" shall mean any person/ agency authorized by either of the parties.
5. "Bidder" means any agency providing similar solutions as per the scope of work of RFP. The word Bidder when used in the Pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom GNFC signs the Service Level Agreement for executing the project.
6. "Contract" is used synonymously with Agreement.
7. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
8. "DC" means the Data Centre Located at GNFC Tower, Ahmedabad, Gujarat.
9. "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
10. "DR" means the Disaster Recovery site Located at Bharuch, Gujarat.
11. "Downtime" means accumulated time period, in minutes, when specified services with specified technical and service standards as mentioned in the Tender Document are not available to the Authority and its user organizations within the Scheduled Operation Time but outside the Scheduled Maintenance Time.
12. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive Authority of the benefits of free and open competition.
13. "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
14. "Go Live Date" means the date on which the FAT of all the components and services as ordered under the project as per the Work order has been successfully completed and accepted by the Authority.
15. "Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
16. "O&M Period" means period of contract starting with the successful installation and commissioning, FAT & Go-Live.
17. "Planned Outage" means unavailability of services due to infrastructure maintenance activities such as configuration changes, up-gradation or changes to any supporting infrastructure.

18. "Request for Proposal" means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
19. "Requirements" shall mean and include schedules, details, description, Scope of Work, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement/RFP document.
20. "Scheduled Maintenance Time / Scheduled downtime" shall mean the time that the System is not in service due to a scheduled work. Scheduled maintenance time is planned downtime with the prior permission of the Authority.
21. "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the network will be 24x7x365.
22. "Service" means provision of Contracted services by the successful Bidder for the Authority.
23. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
24. "Authority" here shall mean (n)Code Solutions , GNFC – IT Division
25. "Authority's Office" here shall mean "14th Floor, Tower One, Road 5C, Zone 5, Gujarat International Finance Tech City (GIFT City) Gandhinagar -382 355"
26. "Unplanned Outage" means an instance of unavailability of services other than the planned outage.
27. "Uptime" means the time period when specified services with specified technical and service standards as mentioned in the Tender Document are available to the Authority and its user organizations. The uptime will be calculated as follows:
28. Total time in a month (in minutes) less total Downtime (in minutes) in the Month.
29. "% Uptime" means ratio of 'Uptime' (in minutes) in a quarter to Total time in the month (in minutes) multiplied by 100.
30. "% Downtime" means ratio of 'Downtime' (in minutes) in a month to Total time in the Month (in minutes) multiplied by 100.

#### 4. Notice Inviting Tender (NIT)

Tender Notice No.	GNFC/IT/ Admin / HK/2026 Dated – 18.06.2026
Name of Project	Rendering assistance in sanitation and housekeeping Services at GNFC Infotower, Ahmedabad.
Name of Work	Rendering assistance in sanitation and housekeeping Services at GNFC Infotower, Ahmedabad.
Estimated Contract Value (INR)	Not Applicable
Period of Completion/Delivery Period	One Year
Mode of Tender (Open/Limited)	Open
Tender Currency Type	INR
Consortium/Joint Venture	Not Allowed
Rebate	NA
Form of Contract	Formal
Product Category	Manpower

#### Amount Details

Bid Document Fees	INR 0
Bid Document Fees Payable to	INR 0
Tender/RFP EMD	INR 40,000/- (form of Demand Draft)
EMD Payable to	“GNFC Ltd” , Ahmedabad

#### Tender Dates

Tender Publish Date	18.06.2026
Bid Document Downloading and tender Submission End Date & Time	18.06.2026 , 15:00 Hrs. , 30.06.2026 , 18:00 Hrs.
Pre-bid Meeting (Yes/No)	Yes
If Yes for Pre-bid – Disclose Online or Offline with its Date, Time, link of online, Place, Format for query, etc.	Offline 24.06.2026, 15:00 Hrs. At 501, GNFC Infotower, Bodakdev, Ahmedabad
Bid Validity Period	180 Days
Remarks if any	All relevant technical document to be submitted online. Only EMD to be submitted offline.
Tender Opening (First Stage) Date and Time	1 <sup>st</sup> July'2026

#### Tender Publisher Details

Tender Inviter	H R Patel – AGM
Bid Opening Authority	H R Patel – AGM
Address for physical submission in case required	Mrs. H R Patel (AGM), GNFC Ltd., 501, GNFC Infotower, Bodakdev, S.G. Highway, Ahmedabad-380054
Contact Details	darshan.shukla@ncode.in, 079-40007307

1. Please submit your most competitive rates as per the respective schedule of rate published at <https://tender.nprocure.com/> electronically, in accordance and as per enclosed scope of work along with Terms and Conditions.
2. The successful Bidder shall be required to comply with the provisions of General Conditions of Contract and General Condition of Purchase of GNFC, a copy of which is available at the web site, which may please be referred to before submitting the tender. Deviations, if any, may please be separately enclosed along with the tender.
3. GNFC reserves the right to accept or reject any or all tenders without assigning any reasons thereof.
4. It is advisable that bidder must visit the site before quoting the rates to understand the exact requirement.
5. The Technical details can be submitted physically along with EMD in sealed envelope super subscribing the nature of work and mentioning **“Do Not Open Quotation”** as above mentioned address on or before closing the tender.
6. Pre-bid queries if any, should reach us by mail [darshan.shukla@ncode.in](mailto:darshan.shukla@ncode.in) on or before 22.06.2026 , 18:00 Hrs.

#### 5. Key Information and Instruction

##### a. Information Regarding RFP

- Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.
- This bid is for selection of Vendor/Agency for the subjected e-tender enquiry
- Bidder shall upload their bids on <https://tender.nprocure.com/>
- The Bid Security in a sealed envelope super-scribed with the bid document number should be delivered to Authority's Office
- Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- Services offered should be strictly as per requirements mentioned in this Bid document.
- Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- In addition to this RFP, the following sections attached are part of Bid Documents.
  - Key Information & Instructions
  - Introduction, Scope of Work and Specification
  - Pre-Qualification Criteria
  - Timelines, SLA, Penalties and Payment Terms
  - Instruction to Bidders and General Conditions of Contract
  - Price Bid
  - Annexures and Formats

##### b. Instruction to bidders for Online Bid Submission

- Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://tender.nprocure.com/>

- The bids have been invited through e-tendering route i.e. the eligibility criteria, technical and financial stages shall be submitted online on the given website
- Bidders who wish to participate in this bid will have to register on <https://tender.nprocure.com/>
- Further bidders who wish to participate in online bids should have a valid Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids.

You may contact us at our offices Ahmedabad or Gandhinagar as mentioned below for inquiry about the Digital Signature Certificate (DSC):

(n)Code Solutions (A Division of GNFC Ltd.)  
501, GNFC Info tower, Judges Bungalows,  
S G Highway, Bodakdev,  
Ahmedabad - 380054  
Gujarat, India.  
Phone: 079 - 40007317  
Email : [dscsales@ncode.in](mailto:dscsales@ncode.in), [ahdsales@ncode.in](mailto:ahdsales@ncode.in)

(n)Code Solutions (A Division of GNFC Ltd.)  
14th Floor, Tower One, Road 5C, Zone 5,  
Gujarat International Finance Tech City (GIFT City) Gandhinagar - 382 355.  
Phone: (079) 6674 3300 / 6674 3200

- Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in Technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security as specified in this Bid Document. The Eligibility related document, Technical & Commercial Bid must be uploaded to <https://www.nprocure.com> & The Bid Security along with physical submission of pre-qualification and technical, if asked in the RPF/tender, must be delivered to the Authority's Office on or before the last date and time of submission of the bid.

Bidders may contact our (n)Procure Helpdesk for (n)Procure Portal-related technical support at toll-free number: **7359 021 663** or write to [nprocure@ncode.in](mailto:nprocure@ncode.in).

- Interested bidder has to submit EMD physically with covering letter on or before due date and time at below address:

501, GNFC Infotower, Near SG Highway, Bodakdev, Ahmedabad -380 054

- The eligibility section and the Bid Security section will be opened on the specified date & time. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of the Authority the due date for submission and opening of bids will be the following working day at the scheduled times.
- In case of any clarifications required, the same should be submitted in writing at least 2 days before the Pre-Bid meeting date.

#### 6. Brief on (n)Code Solutions, GNFC -IT Division

The Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC), Promoted by Govt. of Gujarat, has strategically diversified since 1989 expanding its portfolio much beyond Fertilizers and Chemicals.

As part of a major initiative in the Internet security domain, its division (n)Code Solutions has set up a world class PKI facility to offer Digital Signature Certificate & range of PKI based solutions. (n)Code Solutions is a certifying authority issuing Electronic Signature Certificates (ESC), providing country wide support for ESC and electronic procurement activities for various states.

(n)Code Solutions offers Digital Certificates that can integrate with applications such as emails, workflow, enterprise wide applications, or secure VPNs. The Digital Certificates can be used by individuals, corporates and governments to secure online B2B/B2C applications and other online transactions.

(n)Code also designs and builds world class data center infrastructures, architecting cloud enabled secure applications, providing support thereof, carry out e-Governance and e-surveillance projects.

(n)Code also offers a wide range of Security Services which include Managed IT Services & Secure Infrastructure design & building Services.

(n)Code Solutions is certified for adopting best practices as per Capability Maturity Model Integration for Services (CMMI-SVC) at level-5, Quality Management Systems (QMS -ISO 9001, Information Security Management System (ISMS -ISO 27001), Information Technology Service Management System (ITSMS-ISO 20000) and IT infrastructure security and other operational requirements as per IT Act.



## 7. GENERAL INSTRUCTIONS TO THE BIDDERS

### **A. GENERAL INFORMATION:**

- The bidders who are interested to participate in the tender must read and comply with the instructions and the terms and conditions mentioned under **Annexures and Affidavit cum Undertaking** as attached herewith. The Bidder is not entitled to make any counter proposal. Bids not conforming to the stipulations mentioned herein are liable for outright rejection.
- It should be clearly understood by the bidder[s] that no opportunity shall be given to him/ them to modify or withdraw his / their offer after the date and time stipulated for submission of the Bid. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of the Bid, the EMD submitted with the bid shall be forfeited.
- The bids shall be filled in by the bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the bid invalid unless the same is neatly carried out and attested over by the full signature of bidder. The decision of the Company to interpret the information and rates filled in by the bidder shall be final and binding on the bidder.
- Every physical Bid shall be accompanied by the EMD Demand Draft as stated above and the Terms and Conditions of the Tender including Commercial Terms, Technical Terms, General Instructions, Special Terms & Conditions and the GCC of the Company, duly signed by the bidder on each page for having accepted the same and bearing the seal of the bidder also. Bids submitted without the Demand Draft and/or the Terms and conditions duly signed as stated supra are liable to be rejected. In case of electronic bid also, every bidder submit the EMD and will confirm unconditional acceptance of the terms and conditions of the Tender Document and the Annexure attached hereto. No interest shall be payable on the amount of earnest money, under any circumstance.
- All bidders shall keep their bid rates valid / open for acceptance for a period of Minimum 180 days from date of opening of the tender.
- In case of any doubt regarding the tender documents and interpretation of the clauses, the decision of the Authority, (i.e., IT division of GNFC) shall be final and binding.
- GNFC does not bind itself to accept the lowest offer and reserves the right to accept or reject any or all tenders either in whole or in part at its discretion.
- The Work Order, including the terms and conditions and any additional terms and conditions incorporated into, along with this Tender Document and its Annexure and the Bid submitted by the successful bidder shall constitute sole and the entire agreement between GNFC & the successful bidder(s).
- The bidder and its employees or workmen shall observe and abide by and ensure compliance of all National/International laws and regulations, as also, the safety & security rules & regulations of GNFC.



- Submission of false, dubious, forged or tampered information or documents by the Bidder shall lead to disqualification from the tender process/ termination of contract and any further action, including but not limited to any legal action.
- All interested Bidders should carefully go through all the terms and conditions and make sure that they have complied with them before submitting your offer.
- All Bidders shall quote separately for each and every item entered in the form of "Schedule of Rates/ Bill of Quantity".
- The successful bidder shall provide a line-item-wise breakup of services separately, as and when requested by the concerned in-charge.
- Invoices of the services part should be in line with the payment terms of the RFP.
- Invoice must be submitted with required & applicable supporting documents i.e.
  - a. (i) Attendance Register (ii) Wage Register (iii) Salary Slips for each deployed resources (iv) Salary deposited in respective employee a/c as per contract (v) Copy of the combined challan of EPFO (vi) Copy of TRRN along with acknowledgement slip (vii) Copy of ECR for the respective month for all deployed resources (viii) Copy of the Monthly contribution of ESI along with the details of employee name and contribution details (ix) Copy of Professional Tax, paid to respective Govt. authority (x) Copy of the Insurance policy in compliance to The employee compensation Act and their applicable provisions (xi) The details as per the provisions of the Act for the payment of Bonus & leave. (If applicable) (xii) Detail salary calculation sheet as per order. (x) Hard Copy of Monthly Bank Statement duly certified by bank substantiating the salary payment made to the employees of Contractor deployed at Infotower office.
- The Bidder agrees to submit invoices in a timely manner. Failure to submit an invoice within the agreed-upon timeframe of 30 days following the completion of services or delivery of goods may result in the delay of payment by the GNFC.
- In the event that the Bidder anticipates any delay in the submission of the invoice, the Bidder shall notify the GNFC in writing, providing the reasons for the delay and the expected date of submission, no later than 90 days before the original due date of the invoice.

If the Bidder repeatedly fails to submit invoices on time as defined under this contract for continuous period of 03 months, the GNFC reserves the right to:

- a. Revoke or Suspend further orders: withhold further services from the Bidder until a satisfactory resolution is reached; and/or
- b. Termination of the Order: Terminate the order for cause, without further obligation, if such delays are deemed material.
- In case the contractor fails to discharge the obligations in time, than the COMPANY will get the services of other Contractor/Agency at the contractor's risk and cost. The expense towards this shall be recovered from the contractor. The decision of the COMPANY will be final in this regard.
- Any loss or damage to the property or equipment/tools and tackles of the COMPANY due to deliberate or negligence on the contractor's part will be fully recovered from the contractor.

- The Earnest Money Deposit, Covering Letter (Annexure–17.2), related to the tender shall be submitted in a sealed cover addressed to the Tender Receiving Authority. The cover shall be superscripted with the name of the work.
- The information given in the tender documents is merely intended as general information without undertaking on the part of the Company as to their accuracy and without obligation relative thereto upon the Company. The intending bidders are expected to conduct their own surveys and investigations prior to submitting quotes.
- The quantities indicated in the Form/s of Schedule of Rates and the scope of work are indicative and without any obligation relative thereto upon the Company. The actual work quantity during the tenure of contract may decrease or increase depending upon the exigency of work. The payment shall be made for the actual work done only.
- The Bidder shall be deemed, before tendering, to have undertaken a thorough study of the proposed work; the job site(s) involved, site conditions, soil conditions, the terrain, the climatic condition, the labor, power, water, material and equipment availability and transport suitability of borough areas, the availability of land for right of way and temporary office and accommodation quarters, and all other factors and facilities necessary or relevant for the formulation of the tender, and performance of the work.
- The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders. The Company reserves exclusive right of evaluation and finalization of the bids, and its decision on criterion for evaluation and determination of lowest bid shall not be subject to challenge in any Court of Law.
- Any conditional bid shall not be considered at the time of evaluation.
- GNFC shall at all-time retains the right to rescind this Tender at any stage of the Bidding.
- Once the commercial Bid are submitted as part of this RFP, the same cannot be withdrawn by the Bidder/Bidding Company. Even non-commitment to the submitted commercial Bid as part of this RPF shall be treated as a breach of the terms and conditions of the RPF herein.
- If the Bidder/Bidding Company commits a breach of any of the terms stated herein, then the Bidder/Bidding Company shall be blacklisted or barred from any forthcoming RFPs published by GNFC.
- All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the Authority on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Contract has been executed by or on behalf of the Authority. Any notification of preferred bidder status by the Authority shall not give rise to any enforceable rights by the Bidder. The Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Authority.
- This RFP supersedes and replaces any previous public documentation, communications, and Bidders should place no reliance on such communications.

- The Authority may terminate the RFP process at any time and without assigning any reason. The Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- Insurance:

1. The Successful Bidder shall, at its own cost, procure and maintain adequate insurance coverage throughout the term of this Agreement and for such period thereafter as may be necessary to cover claims arising from acts or omissions during the term, with insurers duly licensed by the Insurance Regulatory and Development Authority of India (IRDAI), including at a minimum:

(a) **Workmen's Compensation / Employer's Liability:** adequate to cover all deployed personnel against work-related injury, illness, or death, at coverage levels not less than prescribed under the Employees' Compensation Act, 1923 and other applicable law;

(b) **Group Personal Accident** — adequate coverage for accidental death and permanent disability for all deployed personnel, commensurate with the nature and risks of the deployment; and

(c) **Public / Third-Party Liability:** adequate coverage for bodily injury (including death) or property damage caused to third parties, including GNFC's employees, contractors, and visitors, arising out of or in connection with the performance of Services at GNFC's premises.

The adequacy of coverage under (b) and (c) above shall be determined with reference to the nature, scope, and risk of the Services. GNFC reserves the right to specify minimum coverage amounts for any of the policies listed above by written notice, and the Successful Bidder shall procure such coverage within fifteen (15) days of receipt of such notice.

*Statutory contributions, including Employees' State Insurance and Employees' Provident Fund, shall be governed by the Statutory Compliance clause of this Agreement.*

2. Prior to commencement of deployment and upon each renewal, the Successful Bidder shall submit valid certificates of insurance to GNFC. The Successful Bidder shall immediately notify GNFC in writing of any cancellation, lapse, material modification, or non-renewal of any required insurance policy during the term of this Agreement.

3. Failure to procure or maintain the required insurance shall constitute a material breach of this Agreement. In such event, GNFC shall be entitled, at its sole discretion, to: (i) withhold payments due to the Successful Bidder until compliance is restored; (ii) procure such insurance at the Successful Bidder's cost and deduct the same from any amounts payable; or (iii) terminate this Agreement in accordance with the termination clause hereof, GNFC may, at its discretion, afford the Successful Bidder a cure period of seven (7) days before exercising the aforesaid remedies

- The Annexure (Affidavit-Cum-Undertaking) need to be submitted by the Contractor before the expiry/termination of the Contract with GNFC.
- Liquidity Damage (LD):  
If the Service Provider fails to deploy the required manpower, defaults on the specified service timelines, or delivers deficient housekeeping services as detailed in the penalty schedule of this Agreement, the Client shall be entitled to recover liquidated damages. These damages will be levied at the rates specified for each distinct instance of non-performance or service failure, and the total cumulative deduction in any given billing month shall be capped at 10% of the total monthly contract value. The Client reserves the right to deduct such amounts directly from the Service Provider's monthly running invoices or performance security deposit.
- **Extension of work/Project:**  
The validity of the Contract shall, however be extendable for a period of 01 (One) year after satisfactory completion of first year of contract on the same rates, terms and conditions at the sole discretion of the Company. In the event of the Company offering such extension of the Contract, the Contractor shall accept the same unconditionally.

## 8. About the Project

GNFC is inviting bid for Rendering assistance in sanitation services and good housekeeping services at GNFC Infotower, Ahmedabad.

### Scope of Work

## 9.1 SCOPE OF WORK FOR HOUSEKEEPING

### ANNEXURE – A

#### 1.0 GENERAL SCOPE OF WORK FOR ALL AREAS:

The Contractor shall execute following jobs as per the requirement of the Company from time to time:

- 1.1 Cleaning of areas around water coolers installed in the buildings as per the requirement of the Company.
- 1.2 Removal of cobwebs, dirt etc.
- 1.3 Polishing the shields, name plates etc.
- 1.4 To clean, sweep dry leaves of the Trees /collect Sanitary refuse, garbage, etc.
- 1.5 De-choking of underground sewage line chambers as & when required.
- 1.6 To carry out anti-fly /anti-mosquito measures and removal of

honeycomb etc. as and when required.

- 1.7 Disposal of dead animals as and when required.
- 1.8 Any work not covered under the scope of work herein above but required to maintain good hygienic and sanitary conditions and as may be required by the Company shall be carried out by the Contractor without any additional payment what-so-ever.

## 2.0 SCOPE OF WORK FOR BUILDING:

- 2.1 The contractor shall arrange to assist in carrying out cleaning of GNFC Infotower office located at 501,303, 402, and 502 with its entrance area, visitor lounge, reception counter, all cubicles, all cabins, conference room, pantry, toilet blocks, all pathways and passages, as per the requirement and schedule given hereunder:
- 2.2 Weekly: Window curtain cleaning, computer cleaning, cabinet shelves and drawers, AC grills [diffusers], posters, decorative plants, brass polishing, and telephone instrument.
- 2.3 Monthly: Upholstery vacuuming, Floor scrubbing, carpet cleaning, sofa and chairs vacuum cleaning. Washing of floor and tile cleaning.
- 2.4 Quarterly: Shampooing of sofa and carpet.
- 2.5 The Contractor shall also arrange to carry out once in a week cleaning of vacant blocks if any.
- 2.6 The contractor shall arrange to assist in carrying out cleaning of foyer area of all floors, from basement to 11th floor, staircase, porch and ground floor foyer area, all pathways and passages, as per the requirement of the Company without any additional cost.
- 2.7 The contractor shall arrange to assist in carrying out cleaning of ground floor parking area, basement parking area, all pathways and passages, as per the requirement of the Company without any additional cost.
- 2.8 The contractor shall ensure cleaning of HT and LT electrical substation, AC machine room, Cooling Tower area, FLDB rooms at each floors, lift's machine room as per the requirement of the Company, on weekly basis.
- 2.9 The contractor shall ensure cleaning of all vacant halls with its toilets by swiping and mopping, glass windows, electric fittings, AC diffuser, twice in a month.
- 2.10 The contractor shall ensure cleaning of all water tanks located at basement and at the terrace on bimonthly basis. However, water storage facility of 501 block & at terrace shall be cleaned on weekly basis.
- 2.11 The contractor shall arrange all necessary consumables like phenyl, acids naphthalene balls, bathroom freshener, room freshener, tiles cleaner, air freshener, napkins, liquid soaps, soaps, paper roll, washing powder from time to time. The list is illustrative and not exhaustive. The contractor shall use the branded material for

- housekeeping and cleaning.
- 2.12 The contractor shall arrange all necessary gadgets like buckets, tumbler, wet and dry mops, small and big wipers, broomstick, bamboo, and telescopic bamboo from time to time. The contractor shall use the standard material for housekeeping and cleaning.
  - 2.13 The contractor shall arrange vacuum cleaners, floor scrubber, safety belt etc. from time to time. The contractor shall use only the Branded Equipment for housekeeping and cleaning.
  - 2.14 The contractor shall arrange for dish washing, cup washing and all other pantry cleaning activities as per the requirement from time to time.
  - 2.15 The contractor shall arrange for cleaning of terrace of the 2nd floor canteen, twice in a week. While all other roofs like HT S/S, water tank shall be cleaned once in three months.
  - 2.16 The contractor shall arrange for removal of garbage, debris and all other dry and wet waste material from GNFC Info tower premise to remote location by tractors as per the requirement.
  - 2.17 The contractor shall arrange for discharge of the water sump located at basement. Necessary electric pump shall be provided by the Company.
  - 2.18 The contractor shall arrange for cleaning of all service ducts at all floors, on bimonthly basis.
  - 2.19 The contractor is responsible to make arrangement for carrying out whatever additional cleaning job given by GNFC office, from time to time.
  - 2.20 The contractor shall arrange necessary manpower for shifting of material like chairs, AC ducts, electric fittings, furniture etc. from one location to another in GNFC Info tower premises as and when required.
  - 2.21 The contractor shall arrange for spray of insecticide and germicides at basement, Ground floor, GNFC offices , all six foyers and staircase. In winter and summer the frequency of spray shall be once in a month, while in monsoon season, it shall be once in a week time.
  - 2.22 The contractor shall ensure cleaning of rain water and mud at all parts of the building including terrace. The contractor shall ensure cleaning of chambers and drain line on quarterly basis.
  - 2.23 The contractor shall ensure cleaning of grill, light fittings, lift, compressors, outdoor units of A.C. and such other work as may be instructed by the concerned official of the company.
  - 2.24 Necessary electric power and water shall be provided by Company at free of cost.
  - 2.25 The contractor shall provide all safety gadgets/instruments/helmets/shoes and other tools required for execution of the job.
  - 2.26 The contractor shall ensure to make payment to its deployed manpower within 7 days of the end of the month.
  - 2.27 If the quality of work is not up to the mark, GNFC may charge penalty for the same.



2.28 The contractor shall quote the rate considering all labor and consumable materials, to be provided under this contract.

Type of manpower	Shift (Incl. lunch break)	Man-days /year	Total man-days
Semi-skilled (Supervisor)	1	313	313
Un skilled	8	313	2504

**2 pair of new uniform, rain coat and shoes (01 pair) per year shall be provided to each Housekeeping staff.**

The agency shall supply housekeeping material on monthly or on as and when required basis as per list attached as Annexure- A. The quantities mentioned are indicative only. Contractor shall supply all housekeeping consumables, chemicals, equipment accessories and replacement items required for satisfactory housekeeping services without any extra cost.

### 3.0 ANTI-MOSQUITO PROGRAM:

3.1 To find out the breeding places of mosquitoes, take suitable measures for killing the larvae and organize biological control of the mosquitoes.

3.2 To control the adult mosquito by spraying insecticides in the required doses inside the offices and common area with trained staff as and when required.  
i.e. Called mass spraying within schedule time period.

- The contractor shall deploy suitable manpower to carry out semi-skilled activities for assistance in sanitation services and housekeeping at GNFC Info tower, as per the requirement of the Company from time to time.
- The contractor shall strictly observe safety rules and regulations, as per statutory requirement. The contractor shall arrange, provide and ensure availability of adequate safety equipment's like Safety shoes, Uniforms, raincoat.
- The contractor shall be responsible for maintaining various reports, logbook, data sheet, reading register and incident register as per requirement from time to time.

**The contractor has to comply legal liabilities in addition to minimum wages for said rendering services are as follows.**

**The below mentioned list is not exhaustive, the contractor has to fulfill all the Labor Laws compliance as per the latest labor law and subsequent amendments from time to time.**

PF	13%
ESIC	3.25%
BONUS	8.33%
LEAVE	9.58%
8 Days PH	2.56%
RETRECHMENT	4.81%

## 9.2 GENERAL TERMS AND CONDITIONS:

- To fulfill obligations as mentioned in the scope of work, the contractor shall have to engage adequate manpower and well trained supervisory staff as per the requirement of the Company. The contractor or his responsible representative shall be required to visit GNFC Infotower site at least on alternate days to organize the services effectively.

- Entry in Company premises and security regulations:  
The contractor shall provide in writing the list of persons engaged by the contractor to the Company. If the Company finds person/s employed by the contractor to be undesirable and asks to withdraw him/them, the contractor shall immediately withdraw such person/s and substitute new person/s on his/their place/s.

The decision of the Company for undesirability of the person/s engaged by the contractor shall be final and binding on the contractor.

The contractor shall comply with the security regulations / directives of the Company.

- By virtue of the participation under this Tender, it is consented that all Bidders commercials Bid shall be accessed and viewed by GNFC, which shall include the technically non-qualified Bidders'.

### ➤ INDEMNITY:

The contractor shall be solely and exclusively responsible for engaging and employing person/s for execution of this contract. The COMPANY shall have no liability whatsoever concerning the contractor's employees. The contractor shall indemnify the COMPANY against all losses or damages or liabilities arising out of or in course of employing person/s or out of the contractor's relationship. The contractor shall indemnify and keep indemnified the COMPANY and its officers against 3rd party claim whatsoever including but not limited to property loss and damage, personal accident, injury or death.

[A] The Contractor shall strictly follow safety rules and Regulations in force and which may become applicable from time to time during contract period.

[B] The contractor shall submit immediately in writing about any accident to department Head .

### ➤ TRANSFER OF CONTRACT:

Neither part of this contract nor share or interest therein shall in any manner degree be transferred/assigned/sublet by the contractor directly/indirectly to any person/firm/co-operative whatsoever.



- **DEDUCTION TOWARDS DAMAGE TO PROPERTY:**  
Any loss or damage to the specialized tools and tackles provided by the COMPANY to the contractor, due to deliberate or negligence of the contractor's employee/s, shall be recovered from the payment.
- **RECOVERY:**  
In case the contractor fails to discharge the obligations in time, than the COMPANY will get the services of other Contractor/Agency at the contractor's risk and cost. The expense towards this shall be recovered from the contractor. The decision of the COMPANY will be final in this regard.  
Any loss or damage to the property or equipment/tools and tackles of the COMPANY due to deliberate or negligence on the contractor's part will be fully recovered from the contractor.
- **EARNEST MONEY DEPOSIT :**  
The vendor has to submit EMD of Rs. 40, 000/- as demand draft , payable at Ahmedabad in favor of GNFC Ltd."
- **SECURITY DEPOSIT**  
The Contractor shall furnish Security Deposit of 10 % of PO value inclusive of taxes . The vendor has to submit the amount in the form of BG/DD/RTGS.
- **PAYMENT:**  
The contractor shall raise one bill for every calendar month along with certificates as per below:  
Certificate duly signed by the contractor stating that the laborers employed have been paid minimum wages as prescribed by the Government and all other labor laws are complied with and there is non violation of any applicable laws and no case/litigation is instituted or pending before any authorities.  
Payment would be made within 30 days from submission of invoice along with necessary documents.

### 9.3 GENERAL CONDITION OF THE CONTRACT

- Safety and security of the laborers to be deployed by the contractor for subject work shall be the exclusive responsibility of the contractor.
- In case of the disagreement regarding any of the terms under subject contract, decision of the Managing Director of the Company shall be final and binding on the contractor.
- The quantum of work / job would vary / fluctuate depending upon the market requirements / demands from time to time.
- For rendering services for extra man hours as per requirement of company, payment will be made as per prevailing rate of minimum wages rate x 2 + ESIC + applicable service charge.
- For rendering services for extra man-days as per requirement of company, the payment will be made as per prevailing rate of minimum wage applicable + PF+ ESIC+ applicable service charge.

## 9. Pre-qualification Criteria

S. No.	Basic Requirement	Details	Documents to be submitted
1	Legal Entity	The Bidder must be a company registered under Companies Act, 1956 or the partnership firm registered under the Partnership Act, any appropriate entity under Indian law with existence in business from last 3 years.	Copy of Registration Certificate
2	Financial Strength	The Bidder must have overall average annual turnover of Rs. 50 Lacs or more in last three financial years. The Bidder must attach audited balance sheets supporting documents.	Copy of CA certified Audited Balance Sheet
3	Experience in relevant field	The Bidder should be an established company being in this business for a minimum period of three years and provide client list. The company should have carried out similar work.	Copy of work order
4	Statutory Tax Compliance	The Bidder should furnish the following: (i) Valid GST Registration (ii) Permanent Account Number (PAN) issued by Income Tax Department.	Copy of the registration / certification
5	Labor law and other compliance	The Bidder should furnish the following: 1. PF registration 2. Labor license for ongoing contract 3. ESI registration	Copy of the registration / certification

The bidder must submit Power of attorney or board resolution duly executed in favor of the person signing the tender authorizing him to sign the tender document in case the bidder is not a sole proprietary concern.

The eligibility of the Bidder shall be independent and the eligibility of the parent organization will not be considered.

## 10. Technical Evaluation Criteria

The Vender should have similar work experience for the proposed work. Bids of those without having any work experience of similar nature of work shall be rejected.

## 11. Timelines, SLA, Penalties, Project Milestone and Payment Terms

### ➤ PENALTY:

- (1) In case of any theft, pilferage, loss or damage to the company's properties and persons attributable to the negligence or omission in duty, on the part of the

personal deployed by the contractor, the company, at his sole discretion will be entitled to levy a penalty as may be deemed fit .

- (2) In case of any unplanned short fall / absenteeism of house-keeping staff including supervisor during the month a penalty of Rs.500/- per absent man-days will be deducted from the respective monthly bill.
- (3) A penalty of Rs.500 shall be imposed for every single case of deficiency in services in terms of quality of services, absenteeism, absconding from duty points, not wearing of uniform etc. as decided by the officer of GNFC.
- (4) Monthly salary should be disbursed on or before 7th of each month (if, 7th being PH, Sunday or Bank Holiday, then salary/ wages should be disbursed in a day advance). Any kind of delay in disbursement of wages due to any reason shall attract penalty of Rs.5000/-.

- **PAYMENT** : Payment would be made within 30 days from acceptance of invoice by GNFC along with necessary documents

## 12. Instruction to Bidders

### 12.1 Bidding Document

Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

### 12.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid and TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

Bidder is required to pay EMD in the form of demand draft in favor of "GNFC LTD" payable at Ahmedabad/Gandhinagar. In case of non-receipt of EMD the bid will be rejected by TENDERER as non-responsive.

### 12.3 Clarification on Bidding Documents

Bidders can send their queries on or before pre-bid meeting to darshan.shukla@ncode.in TENDERER will clarify & issue amendments, if any, to all the bidders in the pre-bid meeting.

No further clarification what so ever will be entertained after the pre-bid meeting date.

The interested bidder should send the queries as per the following format.

Organization Name			
Email and Phone No.			
S/N.	Document Reference (Clause/Page No)	Content of the RFP requiring clarification	Clarification required
1.			
2.			

3.

The Tenderer has the sole discretion to respond or not to respond to queries received, and does not necessarily with responding to every query received.

#### 12.4 Unpriced BOQ

Sr. No.	Description of Work	Unit	Charges per month	Charges per year	HSN code
Section ( A )					
1	Service Charge for Rendering assistance in sanitation and housekeeping services at GNFC Infotower, Ahmedabad ( Total-09 person incl. 01 Supervisor)	Lump sum in percentage ( % )			
Section( B)					
2	Monthly supply of housekeeping consumables/materials as per Annexure of material	Lump sum ( In Rs.)			
3	Cleaning of Façade Glass of all floor from outside (with man & Material)	One time ( In Rs)			
4	Cleaning of all main gutter lines of building before monsoon (with man & Material)	One time ( In Rs)			
	<b>Total basic amount</b>				
	<b>GST in Rs.</b>				
	<b>Grand total incl. of taxes</b>				

Please provide the HSN code for all goods and services as per the government guidelines in the table above. Failure to provide the HSN code may result in rejection of the vendor's bid.

#### 12.5 Amendments to the Bidding Documents

At any time prior to the deadline for submission of bids, the TENDERER for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders, may modify the bidding documents by amendment & put on our websites.

All prospective bidders are requested to browse our website & any amendments/ corrigendum/modification will be notified on our website and such modification will be binding on them.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, the TENDERER at its discretion, may extend the deadline for the bid submission.

## 12.6 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the TENDERER shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

## 12.7 Section Comprising the Bids

1. The quotation should be scan-able and distinct without any option stated in.
2. The bid uploaded should have the following documents:
  - a. Bid security,
  - b. Eligibility & Technical Section,
    - i. Financial Capabilities. (In the Prescribed Format Only: Annexure - )
    - ii. Technical Capabilities. (In the Prescribed Format Only: Annexure -)
    - iii. Compliance Statement. (In the Prescribed Format Only: Annexure -)
  - iv. Bid letter form (Annexure )

Note: All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded.

- c. Price bid Section: Priced bid (in the prescribed format only-->Section: )

## 12.8 Bid Forms

1. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.
2. For all other cases, the Bidder shall design a form to hold the required information.
3. TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

## 12.9 Bid Price

1. The priced bid should indicate the prices in the format/price schedule only
2. The Financial bid shall indicate charges payable as per Price bid format and terms thereof for providing required connectivity under the Project. The bidder shall quote a one-time installation charges and fixed yearly charges per link in the format as defined in the price bid. A bid uploaded with an adjustable price quotation will be treated as non-responsive and rejected.
3. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
4. Arithmetical errors will be rectified on the following basis.
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

- b. Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.
5. The bidder should provide calculations for the quoted bandwidth charges, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.
6. Offered price should be exclusive of all applicable taxes. Bidder should mentioned & upload the applicable taxes with percentage & amount of tax.
7. The Discount offered, if any, should not be mentioned separately. It should be included in Price Bid.
8. Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the TENDERER in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
9. Unit rates should be quoted separately for each item. Quantities can be increased or decreased by TENDERER and bidder has to supply additional quantities at the rates prescribed in the price bid of this tender document.

#### 12.10 Bid Security/ EMD

1. The Bidder shall furnish, as part of the Bid, the Bid security/EMD in the form of demand draft (which should be valid for 3 months from the last date of bid submission) at TENDERER's office in favor of "TENDERER" payable at Ahmedabad/ Gandhinagar on or before the due date for bid submission and must be submitted along with the covering letter. The un-priced bid will be opened subject to the confirmation of valid Bid security.
2. Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
3. The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.
4. EMD can be invoked by GNFC at any stage of the Tendering/RFP, even during the pre-award phase, only upon breach of terms and conditions of the RFP by the Bidder/Bidding Company.
5. The Bid security may be forfeited at the discretion of TENDERER, on account of one or more of the following reasons:
  1. The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
  2. Bidder does not respond to requests for clarification of their Bid.
  3. Bidder fails to co-operate in the Bid evaluation process,
  4. Bidder is found to be involved in fraudulent and corrupt practices and
  5. In case of a successful Bidder, the said Bidder fails:
    - a. To sign the Agreement in time
    - b. To furnish Performance Bank Guarantee
    - c. Is found to be involved in fraudulent and corrupt practices

- d. EMD can be withdrawn/forfeited by GNFC, in the event the Bidder/Contractor shows non-commitment toward the submitted commercials as part of the RFP, as such actions shall be accounted as breach of the terms and conditions of the RFP.

#### 12.11 Bid Validity

1. Bids shall remain valid for 180 days from the date of Bid Submission. A Bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

#### 12.12 Bid Due Date

1. Bid must be received by the TENDERER at the address specified in the Request for Proposal (RFP) not later than the date specified in the RFP.
2. The TENDERER may, as its discretion, on giving reasonable notice, extend the bid due date, in which case all rights and obligations of the TENDERER and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.
3. No bidder will be allowed to upload or submit the bid after the bid due date/time.

#### 12.13 Modification and Withdrawal of Bid

1. The Bidder may modify or withdraw its Bid any time before the due date and time of the bid submission.
2. No Bid may be modified subsequent to the deadline for submission of bids.
3. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

#### 12.14 Openings of Bids

1. Bids will be opened with or without presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
2. The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the TENDERER's officer at his/her discretion, may consider appropriate, will be announced at the opening.

#### 12.15 Contacting the TENDERER

1. Bidder shall not approach TENDERER officers outside of office hours and/ or outside



the TENDERER office premises, from the time of the Bid opening to the time the Contract is awarded.

2. Any effort by a bidder to influence the TENDERER'S officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

#### 12.16 Fraudulent and Corrupt Practices

1. TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

#### 12.17 Lack of information to Bidder

1. The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract.
2. The TENDERER reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

#### 12.18 Rejection of Bids

1. The TENDERER reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

#### 12.19 Rejection Criteria

Besides other conditions and terms highlighted in the RFP document, bids may be rejected during evaluation under the following circumstances:

1. Pre-qualification Rejection Criteria
  - 1.1. Bids submitted without or with improper Bid Security (EMD).
  - 1.2. Bids which do not conform to unconditional validity of the bid as prescribed in the bid.
  - 1.3. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
  - 1.4. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
  - 1.5. Bids without proper documents/evidences as asked for in the prequalification bid as mentioned in the RFP Document.
2. Technical Rejection Criteria
  - 2.1. Technical Bid containing financial details.



- 2.2. Revelation of Prices in any form or by any reason before opening the Financial Bid.
  - 2.3. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Bid Document in every respect.
  - 2.4. Bidders not quoting for the complete scope of Work as indicated in the Bid documents, addendum (if any) and any subsequent information given to the Bidder.
  - 2.5. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
  - 2.6. Bidder not meeting the Minimum absolute technical score to qualify for financial bid opening (Refer Annexure – 9)
  - 2.7. Bidders not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this RFP.
  - 2.8. If the bid does not confirm to the timelines indicated in the RFP Document.
3. Financial Rejection Criteria
    - 3.1. Incomplete Price Bid
    - 3.2. Price Bids that do not conform to the Bid's price bid format.
    - 3.3. GNFC Limited reserves the right to disqualify price bids that are found to be significantly deviating from industry benchmarks or are otherwise unjustified based on the evaluation criteria as specified in this RFP. The determination of such unjustified price bids shall be final and binding. No further clarification shall be sought or provided in this regard.

#### 12.20 Evaluation Methodology

1. TENDERER will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.
2. Part – I (Bid Security): Bidders who have submitted the valid bid security as per the format shall be considered for further evaluation.
3. Part – II (Pre-Qualification & Technical):
  - 3.1 The Pre-qualification criteria of the bids will be evaluated first to ascertain the eligibility of the Bidders. In case of any deviations from the RFP requirements, TENDERER may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the evaluation will be done based on the information submitted by the bidder.
  - 3.2 The technical bids of the bidders who comply with the Prequalification criteria will be opened and evaluated as per Technical Evaluation Matrix. The technical evaluation would be based on the proposal of Bidder meeting the Specifications mentioned in the RFP document and other compliance to the terms and conditions. In case of conditional bid or

major deviations from the RFP requirements, TENDERER may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid.

4. Part – III (Financial): Bidders qualified as per the pre-qualification criteria & technical criteria will be short-listed and financial bids of those bidders will be opened for evaluation and arriving at L1 bidder i.e. the bidder offering lowest cost to the TENDERER. The tenderer may also open the rate of disqualified vendors if wished for comparison purposes, however, the Lowest 1 (L1) would only be decided among the qualified vendor of pre-qualification and technical.

#### 12.21 Award of Contract

1. Award Criteria: The Criteria for selection will be the lowest cost to the TENDERER. The TENDERER may negotiate the prices with L1 Bidder. The negotiation shall be conducted in a reverse auction or any other form as decided by the tenderer. All qualified vendors shall have to accept the approach to negotiation planned by the tenderer, as selected by the tenderer.
2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. The tenderer will decide the process of the reverse auction and communicate it to eligible bidders before the event.
3. The TENDERER reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
4. In case the lowest bidder does not accept the award of the contract or is found to be involved in corrupt and/or fraudulent practices, the next lowest bidder may be approached to match the L1 rate, with negotiations at the discretion of the tender publisher.

#### 12.22 Notification of Award

1. Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidders and issue Lol/ Work Order.

#### 12.23 Signing of Contract

1. Within Fifteen (15) working days from the notification of award, the successful Bidder shall sign and date the Contract and return it to the TENDERER.

#### 12.24 Amendment to the Agreement

1. Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws applicable in the state of Gujarat.

#### 12.25 Contract Obligation

1. If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within fifteen (15) working

days along with the inception report and working schedule as per the tender requirements & if the project work is not started within fifteen (15) working days after submission of PBG as mentioned, the TENDERER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

2. Once the contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.

#### 12.26 Books and Records

1. Successful bidder shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by the TENDERER or its nominated agency during the terms of Contract until expiry of the performance guarantee.

#### 13. General Conditions of Contract (GCC)

##### 13.1 Applicability

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the TENDERER shall be final and binding on the successful bidder.

##### 13.2 Severability

If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

##### 13.3 Assignment

Successful Bidder shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons.

##### 13.4 Termination of Service:

1. GNFC reserves the right to suspend any or all Services and/or terminate this Agreement, partially or in full, upon the occurrence of any of the following events of default by the Successful Bidder:

(a) The Successful Bidder becomes the subject of voluntary or involuntary proceedings in bankruptcy, insolvency, liquidation, winding-up, or receivership, or makes any general assignment for the benefit of creditors, or is unable to pay its debts as they fall due.

**(b)** The Successful Bidder fails to comply with applicable labour and employment laws, including but not limited to the Contract Labour (Regulation and Abolition) Act, 1970, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Employees' State Insurance Act, 1948, and the Code on Wages, 2019, with respect to the deployed housekeeping personnel, and fails to remedy such non-compliance within fifteen (15) days of written notice from GNFC.

**(c)** The Successful Bidder persistently fails to deploy the required number of housekeeping personnel at GNFC's premises as stipulated in the Agreement, or deploys personnel who do not meet the qualifications, background verification, and conduct requirements specified herein.

**(d)** Any deployed housekeeping personnel is found to have committed an act of theft, fraud, violence, sexual harassment, or any other criminal offence within GNFC's premises, or any act that poses a risk to the safety, security, or dignity of GNFC's employees or assets and the Successful Bidder fails to immediately remove such personnel and take appropriate remedial action upon GNFC's written demand.

**(e)** The Successful Bidder or any deployed personnel breaches any obligation relating to confidentiality, data security, access control, or premises security as stipulated in this Agreement.

**(f)** The Successful Bidder commits any other material breach of any term or condition of this Agreement or the RFP, and fails to remedy such breach within thirty (30) days of receipt of a written default notice from GNFC specifying the nature of the breach or, where the breach is by its nature incapable of remedy, immediately upon issuance of such notice.

**2.** Notwithstanding anything contained in Clause above, GNFC reserves the right to terminate this Agreement, in whole or in part, at any time and for any reason, by giving the Successful Bidder thirty (30) days' prior written notice. Upon such termination, GNFC's liability shall be limited to payment of undisputed amounts due for Services actually rendered up to the date of termination, and no further compensation, damages, or loss of profit shall be payable to the Successful Bidder.

### **3. Default Notice and Cure Procedure:**

**(a)** Upon occurrence of any event of default under Clause 13.5(1) (other than Clauses 13.5(1)(a), 13.5(1)(d) and 13.5(1)(e), which shall entitle GNFC to act immediately), GNFC shall deliver a written default notice to the Successful Bidder specifying the nature of the default and, where applicable, the cure period afforded.

**(b)** If the Successful Bidder fails to cure the default within the applicable cure period, GNFC may issue a written termination notice, and this Agreement shall stand terminated on the date specified in such notice.

(c) The issuance of a default notice shall not preclude GNFC from simultaneously invoking any other rights available to it under this Agreement, including withholding of payments and encashment of the Performance Bank Guarantee.

#### **4. Consequences of Termination for Cause**

Upon termination of this Agreement under Clause 1:

(a) The Successful Bidder shall immediately withdraw all deployed personnel from GNFC's premises in an orderly manner and hand over all GNFC property, access cards, keys, equipment, and materials in its possession or that of its personnel;

(b) GNFC shall be entitled to forfeit the Performance Bank Guarantee and/or Retention Money, as applicable, without prejudice to any other right to recover damages or invoke penalties under this Agreement;

(c) GNFC shall be entitled to recover from the Successful Bidder all incremental costs incurred in engaging an alternative service provider for the remaining term, and such recovery may be effected by deduction from any amounts due to the Successful Bidder under this or any other agreement with GNFC, or from the EMD, Performance Bank Guarantee, or Retention Money; and

(d) The Successful Bidder shall remain liable for all outstanding statutory obligations in respect of deployed personnel up to the date of termination, including payment of wages, ESI contributions, and EPF contributions, and shall indemnify GNFC against any liability arising therefrom.

5. Termination or expiry of this Agreement shall not affect any rights or obligations that have accrued prior to the date of termination, including obligations relating to indemnity, confidentiality and return of GNFC property. Clauses relating to indemnity, insurance, dispute resolution, and governing law shall survive termination.

#### **13.5 Force Majeure**

1. Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case of construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money.
2. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Successful bidder. The Parties

shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Successful bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

3. Force Majeure Events: The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.
4. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:
  - a. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
    - i. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
    - ii. Explosion or chemical contamination (other than resulting from an act of war);
    - iii. Pandemic / Epidemic;
    - iv. Any event or circumstance of a nature analogous to any of the foregoing.
  - b. Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
    - i. Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
      1. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
      2. Strikes, work to rules, go-slows which are either widespread, nationwide, or state-wide or are of political nature;
      3. Any event or circumstance of a nature analogous to any of the foregoing.
5. Force Majeure Exclusions; Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
  - a. Unavailability, late delivery
  - b. Delay in the performance of any contractor, sub-contractors or their agents;
6. Procedure for calling Force Majeure: The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected



Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement. If such force majeure circumstances continue for more than three months then either party may terminate the Contract, or complete performance of the Contract with such adjustments as are required by the existence of the force majeure and are agreed upon by the parties.

### 13.6 Resolution of Dispute, Arbitration and Taxes & Duties Resolution Disputes:

#### (i) Resolution of Dispute:

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

#### (ii) Arbitration:

- i. If any Party serves an Arbitration Notice in respect of any dispute, the dispute shall be finally settled by arbitration under the Indian Arbitration and Conciliation Act, 1996 ("Act") and all statutory amendments, modifications thereof and the rules made there under, or any other corresponding law for the time being in force, by the Sole Arbitrator to be appointed as hereinafter provided.
- ii. Within 30 days of receipt of Arbitration Notice, both parties shall mutually appoint the Sole Arbitrator. The provisions of the Indian Arbitration Act, 1996, all-statutory enactments, modifications thereof, and the rules made there under shall apply to all such arbitrations.
- iii. The Arbitration proceedings shall be conducted in English and the venue, seat of the Arbitration proceedings shall be at Ahmedabad, and the Courts at Ahmedabad shall have exclusive jurisdiction.  
The governing substantive law shall be Indian laws.

#### (iii) Taxes & Duties

Successful Bidder is liable for all applicable taxes and duties at actual & will be paid by the TENDERER at the time of releasing the payments.

### 13.7 Indemnity:

- A. The Successful Bidder shall, at all times during the subsistence of this Agreement and thereafter, indemnify, defend, and hold harmless GNFC (hereinafter referred to as the "Company"), its officers, directors, employees, and agents (collectively, "Indemnified Parties") from and

against any and all claims, demands, suits, proceedings, liabilities, losses, damages, costs, charges, and expenses (including reasonable legal fees) arising out of or in connection with:

(a) any act, omission, negligence, misconduct, or default of the Successful Bidder, its employees, agents, sub-contractors, or representatives in the course of performance of Services under this Agreement;

(b) any breach by the Successful Bidder of any term, condition, representation, or warranty contained in this Agreement;

(c) any non-compliance by the Successful Bidder with applicable laws, regulations, rules, notifications, or orders, including but not limited to labour laws, employment laws, and social security legislations; and

(d) any bodily injury (including death) or property damage caused by the Successful Bidder's personnel deployed at the Company's premises.

B. Without prejudice to the generality of the indemnity Clause above, the Successful Bidder shall specifically indemnify and keep indemnified the Company against:

(a) any claim, demand, or proceeding initiated by any deployed housekeeping personnel or their legal heirs or dependents, including but not limited to claims relating to wages, allowances, gratuity, provident fund, ESIC, bonus, retrenchment compensation, or any other service-related dues;

(b) any claim arising from or in connection with any industrial dispute, wrongful termination, unfair labour practice, or violation of any service conditions of the deployed personnel;

(c) any liability fastened upon the Company in the capacity of a "principal employer" under any applicable labour legislation, including the Contract Labour (Regulation and Abolition) Act, 1970, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Employees' State Insurance Act, 1948, or any other analogous statute, to the extent such liability arises from the Successful Bidder's failure to comply with its statutory obligations as the direct employer of the deployed personnel; and

(d) any penalty, fine, or assessment levied by any statutory authority on account of the Successful Bidder's non-compliance with applicable laws.

**C. Vicarious Liability:**

It is expressly acknowledged and agreed by the parties that:

(a) The housekeeping personnel deployed by the Successful Bidder at the Company's premises are the employees solely of the Successful Bidder and



shall not, under any circumstances, be construed or deemed to be employees, agents, or servants of the Company for any purpose whatsoever.

(b) The Successful Bidder shall be exclusively responsible for all acts, omissions, and conduct of its deployed personnel, whether occurring within or in connection with the performance of Services at the Company's premises.

(c) In the event any court, tribunal, or statutory authority holds the Company vicariously liable for any act or omission of the Successful Bidder's deployed personnel, the Successful Bidder shall fully indemnify the Company for all resulting liabilities, damages, penalties, costs, and expenses, including legal costs incurred in defending such proceedings.

(d) The Successful Bidder shall not raise any defence of the Company's supervisory or operational control over the deployed personnel as a ground to deny or limit its indemnification obligations under this Agreement.

D. The indemnification obligations under this Clause shall survive the expiry or earlier termination of this Agreement.

#### 13.8 Limitation of Liability

GNFC's cumulative liability for its obligations under this Contract shall not exceed the value of the charges payable by GNFC within the remaining duration of the Contract term from the day claim is raised, also GNFC shall not be liable for any incidental, consequential, or indirect damages including loss of profit or saving.

#### 13.9 Information Security

1. The successful bidder shall not carry and / or transmit any material, information, layouts, diagrams, storage media or any other goods / material in physical or electronic form, which are proprietary to or owned by TENDERER, without prior written permission from THE TENDERER.
2. The successful bidder shall adhere to the Information Security policy developed by the TENDERER.
3. The successful bidder acknowledges that the TENDERER business data and other the TENDERER proprietary information or materials, whether developed by the TENDERER or being used by the TENDERER pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the TENDERER and successful bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by successful bidder to protect its own proprietary information.
4. The successful bidder recognizes that the goodwill of the TENDERER depends, among other things, upon successful bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by successful bidder could damage the TENDERER and that by reason of Implementation Agency's duties hereunder.
5. The successful bidder may come into possession of such proprietary information

even though successful bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. The successful bidder shall use such information only for the purpose of performing the said services.

#### 13.10 Use of Agreement Documents and Information

1. The Successful bidder shall not without prior written consent from the TENDERER disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of TENDERER in connection therewith to any person other than the person employed by the successful bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
2. The Successful bidder shall not without prior written consent of TENDERER make use of any document or information made available for the project except for purposes of performing the Agreement.
3. All project related documents issued by TENDERER other than the Agreement itself shall remain the property of TENDERER and Originals and all copies shall be returned to TENDERER on completion of the Successful bidder's performance under the Agreement, if so required by the TENDERER.

#### 13.11 Performance Bank Guarantee (PBG)

1. PBG will be of 10 % of total order value inclusive of taxes.
2. The Successful bidder shall furnish PBG as per the format provided in the bid document to the TENDERER in the form of bank guarantee towards faithful performance of the contract obligation, and performance of the services during contract period. In case of poor and unsatisfactory field services, the TENDERER shall invoke the PBG.
3. The Performance Bank Guarantee shall be in the prescribed format attached herewith as an annexure 17.3 to the RFP document to be submitted Within 15 working days of receipt of award, from any Nationalized Bank/ICICI Bank /AXIS Bank /Kotak Bank /HDFC bank located in India.
4. The Bank Guarantee shall be valid for duration of 180 days beyond the expiry of contract.
5. The Performance Guarantee shall be discharged by the TENDERER and returned to the successful bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

#### 13.12 Bidder's Team

1. The Bidder shall supply to THE TENDERER an organization chart showing the proposed organization / manpower not less than the proposal made in the proposed technical solution of the RFP, to be established by the Bidder for execution of the work / facilities including the identities of the key personnel to be deployed during Kick-off meeting.

2. The Bidder shall promptly inform THE TENDERER in writing of any revision or alteration in such organization chart.
3. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.
4. The Bidder shall provide and deploy only those manpower resources on the Site for carrying out the work, who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
5. TENDERER may at any time object to and require the Bidder to remove forthwith from the site an employee of the Bidder or any persons deployed by Bidder or it's sub-contracted agency, if in the opinion of THE TENDERER, the person in question has misconducted himself or professional incompetence or negligence or for being deployed for work for which he is not suited or his deployment is otherwise considered undesirable by THE TENDERER, the Bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of THE TENDERER.
6. The Bidder shall consider the request and may accede to or disregard it. The TENDERER having made a request as aforesaid in the case of any person which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the TENDERER.
7. THE TENDERER shall state to the Bidder in writing its reasons for any request or requirement pursuant to this clause.
8. The Bidder shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
9. In case of change in its team composition owing to attrition the Bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.

#### **13.13 Right of Monitoring, Inspection and Periodic Audit**

1. TENDERER reserves the right to inspect and monitor / assess the progress / performance / maintenance of the project and/or its component's at any time during the course of the Contract.
2. The TENDERER may demand, and upon such demand being made The TENDERER, the bidder shall be provided with any document, data, material or any other information which it may require to assess the progress of the project/delivery of services.
3. TENDERER shall also have the right to conduct, either itself or through another third

party as it may deem fit, an audit to monitor the performance of the successful bidder, its obligations / functions in accordance with the standards committed to or required by the TENDERER and the successful bidder undertakes to cooperate with and provide to TENDERER or its designated agency, all documents and other details as may be required by them for this purpose.

4. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the successful bidder failing which TENDERER may without prejudice to any other rights that it may have issued a notice of default.

#### 13.14 Confidentiality

1. The bidder understands and agrees that all materials and information marked and identified by TENDERER as 'Confidential' are valuable assets of TENDERER and are to be considered TENDERER's proprietary information and property.
2. The bidder will treat all confidential materials and information provided by TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. The successful bidder will not use or disclose any materials or information provided by TENDERER without TENDERER's prior written approval.
3. The bidder shall not be liable for disclosure or use of any materials or information provided by TENDERER or developed by the bidder which is:
  1. possessed by the bidder prior to receipt from TENDERER, other than through prior disclosure by TENDERER, as documented by bidder's written records;
  2. published or available to the general public otherwise than through a breach of Confidentiality; or
  3. Obtained by bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to TENDERER; or
  4. Developed independently by the bidder.
4. In the event that successful bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, successful bidder shall promptly notify TENDERER and allow TENDERER a reasonable time to oppose such process before making disclosure.
5. Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause TENDERER irreparable harm, may leave TENDERER with no adequate remedy at law and TENDERER is entitled to seek to injunctive relief.
6. TENDERER does not wish to receive the Confidential Information of bidder, and bidder agrees that it will first provide or disclose information which is not confidential. Only to the extent that TENDERER requests Confidential Information from bidder, then bidder will furnish or disclose Confidential Information.
7. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP.
8. Confidential Information disclosed under this contract shall be subject to

confidentiality obligations for a period of two years following the initial date of disclosure.

9. Nothing contained in this contract shall limit the bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

10. Non-Disclosure Agreement (NDA):

"The Tenderer shall ensure the confidentiality of all information provided in connection with this RFP and agrees to sign a non-disclosure agreement (NDA) with the Contracting Authority. The NDA shall be binding on the Tenderer and its subcontractors, employees, agents, consultants and the obligation of maintaining the confidentiality shall survive perpetually."

11. Indemnification:

"The Tenderer shall indemnify and hold harmless the Contracting Authority from any and all claims, liabilities, damages, and expenses arising out of or related to the performance of the project by the Tenderer or its subcontractors. The Tenderer shall maintain adequate insurance coverage to cover such claims, and the Contracting Authority may request proof of such coverage at any time.

13.15 Exit Management

13.15.1 Purpose

1. This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of THE TENDERER, any third party appointed by THE TENDERER and in case of the O&M agency, the subcontractors, carry out their respective obligations set out in this Exit Management Clause.
2. The exit management period starts 3 months before the expiry of contract or in case of termination of contract, the date on which the notice of termination is sent to the O&M Agency. The exit management period ends on the date agreed upon by THE TENDERER or 6(six) months after the beginning of the exit management period, whichever is earlier.
3. The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor carry out their respective obligations set out in this Exit Management Clause.
4. Before the expiry of the exit management period, the Bidder shall deliver to THE TENDERER or its nominated agencies all new or up-dated materials, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.

13.15.2 Cooperation and Provision of Information

1. During the exit management period:

1. The Bidder will allow THE TENDERER or any third party appointed by THE TENDERER, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable THE TENDERER or any third party appointed by THE TENDERER to assess the existing services being delivered;
2. Promptly on reasonable request by THE TENDERER or any third party appointed by THE TENDERER, the Bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in

accordance with the “Contract”, the Project Plan, SLA and Scope of Work, relating to any material aspect of the services.

3. THE TENDERER or any third party appointed by THE TENDERER shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The GSWAN operator shall permit THE TENDERER or any third party appointed by THE TENDERER to have reasonable access to its employees and facilities as reasonably required by THE TENDERER or any third party appointed by THE TENDERER to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.
4. Before the end of exit management period, the Bidder will ensure a successful trial run of Network administration, Facility management including helpdesk management etc. by THE TENDERER or by any third party appointed by THE TENDERER.
1. Confidential Information, Security and Data
  - a. The Bidder will promptly, on the commencement of the exit management period, supply to THE TENDERER or any third party appointed by THE TENDERER the following:
  - b. Information relating to the current services rendered and performance data relating to the performance of sub-contractors/bandwidth providers in relation to the services.
  - c. Documentation related to Intellectual Property Rights.
  - d. All confidential information related to THE TENDERER.
  - e. Documentation relating to sub-contractors.
  - f. All current and updated THE TENDERER data as is reasonably required by THE TENDERER or any third party appointed by THE TENDERER for purposes of transitioning the services to THE TENDERER or any third party appointed by THE TENDERER, in a format prescribed by THE TENDERER or any third party appointed by THE TENDERER.
  - g. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable THE TENDERER or any third party appointed by THE TENDERER, to carry out due diligence in order to transition the provision of the Services to THE TENDERER or any third party appointed by THE TENDERER, (as the case may be).
2. Before the expiry of the exit management period, the Bidder shall deliver to THE TENDERER or any third party appointed by THE TENDERER all new or updated materials and shall not retain any copies thereof.
3. Before the expiry of the exit management period, unless otherwise provided under the “Contract”, THE TENDERER or any third party appointed by THE TENDERER shall deliver to the Bidder all forms of “O&M agency's” confidential information which is in the possession or control of THE TENDERER or any third party appointed by THE TENDERER.
1. Right of Access to Premises
2. At any time during the exit management period, where Assets are located at the O&M agency's premises, the Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) THE TENDERER or any third party appointed by THE TENDERER in order to take stock of the Assets.
3. The Bidder shall also give THE TENDERER or any third party appointed by THE TENDERER, right of reasonable access to its premises and shall procure THE TENDERER or any third party appointed by THE TENDERER, rights of access to relevant third party premises during the exit management period and for such period



of time following termination or expiry of the “Contract” as is reasonably necessary to migrate the services to THE TENDERER or any third party appointed by THE TENDERER.

2. General Obligations of the O&M agency

1. The Bidder shall provide all such information as may reasonably be necessary to bring into effect seamless handover as practicable in the circumstances to THE TENDERER or any third party appointed by THE TENDERER and which the Bidder has in its possession or control at any time during the exit management period.
2. For the purposes of this Clause, anything in the possession or control of any O&M agency, associated entity, or sub-contractor is deemed to be in the possession or control of the O&M agency.
3. The Bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

13.15.3 General Conditions

1. The Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
2. Each Exit Management Plan shall be presented by the Bidder to and approved by THE TENDERER or any third party appointed by THE TENDERER.
3. In case of expiry or termination of contract, each Party shall comply with the Exit Management Plan.
4. During the exit management period, the Bidder shall use its best efforts to deliver the services.
5. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
6. This Exit Management plan shall be furnished in writing to THE TENDERER or any third party appointed by THE TENDERER within 90 days from the Effective Date of “Contract”.

13.15.4 Exit Management Plan

1. The Bidder shall provide THE TENDERER or any third party appointed by THE TENDERER with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the “Contract” as a whole and in relation to the Project Plan, SLA and Scope of Work.
2. A detailed program of the transfer process that could be used in conjunction with THE TENDERER or any third party appointed by THE TENDERER including details of the transfer process and of the management structure to be used during the transfer.
3. Plans for the communication with such of the O&M agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on THE TENDERER's operations as a result of undertaking the transfer.
4. Identification of specific security tasks necessary at termination.
5. Plans for provision of contingent support to THE TENDERER or any third party appointed by THE TENDERER for a reasonable period after transfer for the purposes of seamlessly replacing the Services.



13.16 Change Requests

1. TENDERER may at any time, by a written order given to the successful bidder make changes within the general scope of the contract in any one or more of the following:
  - a. Change in address for delivery of equipment.
2. TENDERER may at any time, by a written order given to the O&M agency make changes within the general scope of the contract in any one or more of the following during the contract period:
  - a. The service to be provided by the successful bidder.
  - b. Change in QoS parameters at any office location or across all locations.

13.17 Approval/Clearances

1. Necessary approvals/ clearances from concerned authorities, for establishing the proposed project are to be obtained by the Bidder, in case if any assistance is required from the TENDERER the same shall be extended accordingly after due consideration.
2. Necessary approvals / clearances from concerned authorities, as required, for fire protection, government duties / taxes are to be obtained by the Bidder.
3. Necessary approvals/ clearances from DoT/TEC/TRAI/ Concerned authorities, for establishing the network and connecting different Network elements shall be obtained by the Bidder.

13.18 Provision of Space/Utilities

1. Necessary electrical AC power supply at every site will be provided for the Successful bidder by the TENDERER.
2. The entry and exit to the site for the equipment and personnel of the Successful bidder shall be in accordance with Security Rules and Regulations that may apply to the Campus where the site is located.
3. The Bidder shall obtain the required permission to enable the successful bidder employees or its authorized personnel to enter in the premises where the Services are provided for related activities. This shall be in accordance with Security Rules and Regulations that may apply to the Campus where the site is located.

13.19 Project Management and Implementation

1. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
2. It is mandatory for the Bidder to deploy qualified professional to install, commission & maintain the network, as defined under scope of work.
3. The bidder will be responsible to undertake and complete the works related to supply, installation and commissioning of entire network within the duration prescribed by the TENDERER.
4. The bidder will be responsible to provide the desired Bandwidth at all the locations at the agreed price. The works are to be completed on turnkey basis. The Bidder shall be responsible for implementation of the work as defined.

5. The network connectivity shall be supplied strictly in accordance with the specifications and SLA's as stated in this RFP.
6. The Bidder will have to carry out reinstallation or shifting of the Local Circuit and related equipment 'Free of Cost', to a maximum distance of 100 meters, for distance beyond 100 meters the link will be considered as a new link and the charges shall be paid in accordance to the price bid. The bidder shall act as single Agency to organize and manage the entire project – including supply, installation and commissioning of the equipment & network connectivity procured under this RFP for the entire duration of the project.
7. Any proposed equipment's shall be new and no second hand/refurbished equipment shall be accepted. Occurrence of such an event, will amount to mischief and fraudulence and the Bidder shall be liable for penal action.
8. As part of implementation phase the Successful bidder shall provide details of equipment that will be incorporated in the proposed system, material and manpower as required. The location for storing spare parts and quantity, if any, there on should also be clearly indicated.
9. The Bidder need to manage & maintain various records related to the services extended to the TENDERER.
10. If required, the Bidder may need to coordinate and approach various agencies working for the TENDERER.
11. The bidder needs to maintain the required security of the network as per the Security guidelines of DoT/TRAI and its revision from time to time.
12. The Bidder is responsible to maintain the documentation on the progress of the work and will have to update the same on weekly basis. Successful bidder will have to submit the progress reports regularly, as per the guide line issued by the TENDERER.
13. In case of outages, the Bidder needs to replace or repair the faulty part/component/device to restore the services at the earliest. The cost of the repairing or replacement of faulty component/device has to be entirely born by the Bidder.
14. All expenses related to component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Bidder as part of Contract Agreement.
15. The Successful bidder will implement the project strictly as per the plan approved by the TENDERER. The Successful bidder will have to complete provisional Final Acceptance Test of the equipment to the satisfaction of the TENDERER. This period may be extended depending upon the fulfilment of Conditions Precedent.
16. The Successful bidder shall provide the necessary technical support, Standard Operating Procedure (SOP) and other information to the TENDERER and its user organizations in implementing the proposed system applications.
17. The Successful bidder may have to work during Holidays and Sundays, according to

the urgency of work. The Successful bidder will obtain such permission on his own in consultation with the associated department(s)/organizations. It will be the responsibility of the Successful bidder to co-ordinate with all other stakeholders working with the TENDERER in order to obtain NOC required to execute the job.

18. The Successful bidder shall not disturb or damage the existing network, if any. If in case any damage to the network is done, the same shall be corrected with no extra cost to the TENDERER. The Successful bidder shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.
19. In case of the material/solution supplied and installed is rejected owing to its non-conformity to the specification or due to the poor quality of workmanship, the same shall be replaced promptly.
20. The Successful bidder shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from the TENDERER.
21. Any damage caused to the property of the TENDERER or any other department/agency while executing the job shall be sole responsibility of Successful bidder. In case any damage to the property is caused, the same will be recovered from the Successful bidder. No extra cost shall be paid to the Successful bidder for such reasons.
22. The Successful bidder shall have to furnish the documentation of the work undertaken in consultation with the TENDERER or its representative. Three sets of such documentation should be provided before the issue of completion certificate.
23. In the event of the delay in delivery of contracted services or services is not satisfactory the TENDERER, the TENDERER may procure goods/ services from elsewhere as prescribed in bid and Successful bidder shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Successful bidder.
24. All work shall be performed and executed by the Successful bidder in strict conformity with the representative from the TENDERER and any relative instruction issued to the Successful bidder from time to time.
25. The TENDERER will carry out all inspection and testing and acceptance of work done by the successful bidder. All Invoices, Vouchers, Bills for supplied goods and services by the Successful bidder under the scope of the work will be verified measured and accepted by such designated TENDERER representative, for release of payment.

### 13.20 Governing Law

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

### 13.21 Subcontracting

Sub-contracting / Outsourcing is not allowed for proposed work.

### 14. Indicative BOQ & Price Bid

1.
  - a. Quantity mentioned above is Indicative only for bid evaluation purpose. Order will be placed as per the actual requirement.
  - b. The quantities mentioned are indicative only. Contractor shall supply all housekeeping consumables, chemicals, equipment accessories and replacement items required for satisfactory housekeeping services without any extra cost.
  - c. L1 will be the lowest cost to the TENDERER i.e. Total of Schedule A.
  - d. The quoted price will be treated as a rate contract and the prices shall be valid for the entire contract period.
  - e. Non-acceptance of the above condition(s) or Conditional bid shall be rejected.
2. Bidder is required to quote for each line item. Further, bidder is not allowed to change the quoted make/OEM during the contract tenure.

Bidders to state % discount that they will offer on the overall bid price against 10% Mobilization Advance money paid by GNFC" This advance money will be paid against BG deposited by the bidder. Tenderer has rights to consider the same while evaluating the L1 Price.	<Percentage Value of discount>
--	--------------------------------

### 15. Annexure's

#### a. Financial Capabilities

S/N	Year	Turnover INR (In Lakh)	Documentary Evidence Attached
1.			
2.			
3.			

Note: Upload the audited financial statement/ audited annual report of the last \_\_\_\_\_ financial years.

#### b. Technical Capabilities

S/N	Client Name	Project Name	Nature of Assignment	Project Details as per PQ Criteria	Contact Details

Note:

1. Upload the copy of successful work completion/on-going work certificates from client/ Work Order/ Purchase Order, Self-certificate of completion (certified by the CA or work order and phase completion certificate from client etc.
2. Please mention only those projects which meet the criteria of eligible bidder.
3. The MSI to upload separate document for ISP also.

### c. Compliance Statement

S/N	RFP Clause No.	RFP Clause	Complied (Y/N)

Note:

Clause by Clause Technical Compliance should be submitted on Bidder's Letter Head duly signed by Authorized Signatory.

## 16. Formats

### 16.1 Bid Letter Format

(Shall be submitted on Bidder's letterhead duly signed by Authorized signatory along with official Authorization letter)

Date:

To,  
Business Head  
(n)Code Solutions - IT Division of GNFC Ltd.  
14th Floor, Tower One, Road 5C, Zone 5,  
Gujarat International Finance Tech City (GIFT City)  
Gandhinagar - 382 355  
Gujarat, India

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: "\_\_\_\_\_"

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you we have examined the bidding documents, we the undersigned, offer to provide the services as detailed in the above- mentioned bid submitted by us along with following:

1. Earnest Money Deposit (EMD): We have enclosed an EMD in the form of a Demand Draft no. dated xx/xx/xxxx for Rs. XXXX(amount in words) drawn on \_\_\_\_\_. This EMD is liable to be forfeited in accordance with the provisions of this RFP.
2. Performance Bank Guarantee: We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in Annexure 7.
3. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

If our Bid is accepted, we undertake to;

1. Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time)

2. Maintain validity of the Bid for a period of 180 Days from the date of Bid submission or as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

In case of breach of any tender terms and conditions or deviation from bid specification, the decision of TENDERER's Committee for disqualification will be accepted by us.

Thanking you,  
For <Name of the bidder>>  
<<Authorized Signatory>>  
<<Stamp of the bidder>>

## 16.2 EMD Format

(Shall be submitted on Bidder's letterhead duly signed by Authorized signatory along with official Authorization letter)

Date:

To,  
Business Head  
(n)Code Solutions - IT Division of GNFC Ltd.  
14th Floor, Tower One, Road 5C, Zone 5,  
Gujarat International Finance Tech City (GIFT City)  
Gandhinagar - 382 355  
Gujarat, India

Ref: " \_\_\_\_\_ "

Whereas \_\_\_\_\_ (here in after called "the Bidder") has submitted its bid dated: \_\_\_\_\_ in response to the Tender No: \_\_\_\_\_ and \_\_\_\_\_ KNOW ALL MEN by these presents that WE \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the GNFC Ltd, in the sum of Rupees \_\_\_\_\_/- (Rupees \_\_\_\_\_) for which payment well and truly to be made to GNFC Ltd, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2023.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:

- A. If a Bidder withdraws its bid during the period of bid validity,
- B. Does not accept the correction of errors made in the tender document;
- C. In case of a successful Bidder, if the Bidder fails:
  - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or;
  - (ii) To furnish performance bank guarantee as mentioned above or
  - (iii) If the bidder is found to be involved in fraudulent practices.
  - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof

We undertake to pay to the GNFC LTD/Purchaser up to the above amount upon receipt of its first written demand, without GNFC LTD/ Purchaser having to substantiate its demand, provided that in its demand GNFC LTD/ Purchaser will specify that the amount claimed by it

is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the

OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_

Signed and delivered by

\_\_\_\_\_

For & on Behalf of  
Name of the Bank & Branch &  
Its official Address



16.3

PBG Format

(To be executed on a Non-Judicial Stamp Paper of Rs.100/-)

### SECURITY BOND

(Guarantee for Performance, Workmanship, Defects and Deficiencies)

THIS SECURITY BOND made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_

BY

\_\_\_\_\_ a Banking Company incorporated  
under the \_\_\_\_\_ and having its Head Office  
at \_\_\_\_\_ and a Branch Office at  
\_\_\_\_\_ (hereinafter referred to as the  
"Surety")

IN FAVOUR OF

**GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED**, 14th Floor, GIFT  
ONE Tower, GIFT CITY, Road 5C, Zone 5, Gandhinagar -382355, Gujarat. a Public  
Company incorporated in the State of Gujarat under the Companies Act, 1956 (Act -I of  
1956) and having its Registered Office at P.O. Narmadanagar-392 015, Dist. Bharuch,  
Gujarat (hereinafter referred to as "GNFC").

WHEREAS

(1) GNFC has entered into an agreement under POWO No. **PO** \_\_\_\_\_ on the  
(hereinafter referred to as the "Contract") with MESSRS. a \_\_\_\_\_ Company  
incorporated in the State of \_\_\_\_\_ under the Companies Act, 1956 (Act of I of  
1956) having its Registered Office at \_\_\_\_\_ (hereinafter  
referred to as the "Contractor" which expression shall include its successors and permitted  
assigns where the context so admits) for the works and jobs described in the Contract, and  
hereinafter referred to as the "Let Work".

(2) Under the provisions of the Contract, the Contractor is required to furnish at its cost to  
GNFC, a Security Bond in the form of a Bank Guarantee, in the amount of **Rs. -----/-(Say  
Rupees -----only)**, being the amount equivalent to 10\_%(Ten percent) of the total  
amount of cost of the Let Work, namely, **Rs. -----/-(Say Rupees -----  
Only)** to cover the Contractor's obligations and liabilities as to the performance,  
workmanship, defects and deficiencies of and in the Let Work, valid till the end of \_\_\_\_\_  
months after the date of satisfactory completion and acceptance of the entire Let Work in all  
respects.

(3) The Surety has at the request of the Contractor agreed to issue this Security Bond as the  
irrevocable letter of Bank Guarantee in terms of the said Clause **No. --** of the Contract  
on behalf of the Contractor, and GNFC has agreed to accept the same.

NOW THIS BOND WITNESSETH AND KNOW ALL MEN BY THESE PRESENTS that the Surety is hereby held and firmly bound unto GNFC for the sum of **Rs. -----/-** (Say **Rupees -----Only**) to be paid to GNFC at its Registered Office on first demand without any demur, dispute or objection, for the payment of which sum well and truly to be made, the Surety hereby unconditionally and irrevocably binds itself, its successors, executors, administrators, assigns and transferees, firmly by these presents.

IT IS HEREBY STIPULATED AND AGREED that the Surety shall pay to GNFC as aforesaid at the Registered Office of GNFC, without any demur, dispute or objection, forthwith on receipt of a written request from GNFC notifying any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing, fulfilling, keeping or carrying out any, each and every obligations and liabilities as agreed to between the Contractor and GNFC under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, or any loss or damage caused to or suffered by GNFC by reason of any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing, fulfilling, keeping or carrying out any, each and every of the obligations and liabilities under and on the terms and conditions of the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work. Such notification of any breach, failure or default on the part of the Contractor or as to the loss or damage caused to or suffered by GNFC will be binding and conclusive upon the Surety and will not be called in question for whatsoever reason by the Surety and/or the Contractor.

NOW THE CONDITION OF THIS OBLIGATION IS THAT if the Contractor shall faithfully provide, do, perform, execute, fulfil, keep and carry out each and every of its obligations and liabilities under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work in time and manner provided therein and to the satisfaction of GNFC, and GNFC shall certify that the claims or dues, if any, under or by virtue of the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, are all fully paid, satisfied and discharged and/or the obligations, liabilities, terms and conditions under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, have been fully and properly provided, done, performed, executed, fulfilled, kept and carried out by the Contractor, and accordingly discharges this guarantee, then this obligation shall be null and void; otherwise the same shall remain in full force and effect.

The GNFC shall be at full liberty without reference to the Surety and without affecting the guarantee given hereunder to postpone for any time or from time to time the exercise of any of the powers and rights conferred on GNFC under the Contract, or to enforce or to forbear from enforcing any such powers and rights, and the liability of the surety hereunder shall not in any way be impaired or discharged by reason of any time being granted to the Contractor by GNFC for the provision, doing, performance, execution, fulfilment, keeping and carrying out by the Contractor of all or any of its obligations and liabilities under the Contract in regard to performance, Workmanship, defects and deficiencies of and in the Let Work, or by reason of any forbearance, act or omission on the part of GNFC, whether with or without the knowledge or consent of the Surety, nor it shall be necessary for GNFC to sue the Contractor before suing the Surety for the recovery of the amount hereunder.

The right of GNFC to recover the amount of this Security Bond from the Surety in the manner aforesaid shall not be affected by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to its obligations, liabilities or otherwise under the Contract.

The Guarantee herein contained shall not be determined or affected by change in the constitution/ownership/or the liquidation or winding up or insolvency of the Contractor, and shall in all respects and for all intents and purposes remain in full force and effect and shall be binding and operative until payment of all moneys due to GNFC hereunder, are fully paid.

This is a continuing guarantee and the liability of the Surety hereunder is limited to **Rs. -----/-** (Say **Rupees -----Only**).

This bond shall remain in full force and effect till and including the \_\_\_\_\_. Unless a claim or demand under this bond is filed with the Surety within six months from the date of expiry of this bond, all rights of GNFC under this bond shall be forfeited, and the Surety shall be relieved and discharged from all liabilities hereunder.

It is further specifically agreed and undertaken that the Surety shall not revoke, cancel or terminate this guarantee at any time during its currency without the prior written consent of GNFC. Upon expiration of the term of validity, this bond shall be regarded as ineffective and may be returned to the Surety.

IN WITNESS WHEREOF the Surety hereto acting through its properly constituted representative, thereunto duly authorized, has caused this Security Bond to be signed and executed in its name and on its behalf and delivered on the day, month and year first hereinabove written.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to :**Rs. -----/-**(Say **Rupees -----Only**).

Our Guarantee shall remain in force until \_\_\_\_\_ unless a claim under the Guarantee is made on us within six months from the validity date i.e. \_\_\_\_\_ all the rights of the beneficiary under the Guarantee shall be forfeited and the Surety will be relieved.

16.4

Declaration Regarding Blacklisting

(Shall be submitted on Bidder's letterhead duly signed by Authorized signatory along with official Authorization letter)

Date:

To,  
Business Head  
(n)Code Solutions - IT Division of GNFC Ltd.  
14th Floor, Tower One, Road 5C, Zone 5,  
Gujarat International Finance Tech City (GIFT City)  
Gandhinagar - 382 355  
Gujarat, India

Ref: "\_\_\_\_\_"

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [Tender No \_\_\_\_\_] regarding \_\_\_\_\_.

I hereby declare that my company has not been blacklisted by any Ministry of Government of India or by Government of any State in India or by any of the Government PSUs of any State in India. I further certify that I am the Director/Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,  
(Signature of the Bidder)  
Printed Name  
Designation  
Seal DIN/Membership No. Date:  
Business Address:

17.5 Affidavit-cum-Undertaking (This Affidavit-cum-Undertaking is to be executed on E-Stamp amount of INR 500/- or above)

Date: \_\_\_\_\_

To,  
Gujarat Narmada Valley Fertilizers and Chemicals Limited,  
(n)Code Solutions, IT Division of GNFC Limited,  
14th Floor, Tower One, Road 5C, Zone 5,  
GIFT City, Gandhinagar,  
- 382355, Gujarat.

**Affidavit-cum-Undertaking**

Dear Sir,

I, <Name of the Director>, son of \_\_\_\_\_, aged about \_\_\_\_\_, having the enclosed Aadhar Card Number: \_\_\_\_\_ and I am the duly appointed Director of <Name of Contractor's Company> (CIN: \_\_\_\_\_), incorporated under Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter referred to as "Contractor").

Contractor had applied for <Name of the Tender> (Tender ID: \_\_\_\_\_) dated: \_\_\_\_\_, published by Gujarat Narmada Valley Fertilizers and Chemicals Limited (GNFC). Pursuant to the said RFP Contractor was issued the following Service Order/s: \_\_\_\_\_ and Dated: \_\_\_\_\_ by GNFC. Contractor was associated with GNFC from <Contract Start Date> to <Contract End Date> ("Contract Period") for providing Security Guards to be deployed at the designated offices of GNFC.

I undertake and declare that the following are the set of compliance documents were submitted by us during the Contract Period:

1. Attendance Sheet
2. Wage Register
3. Bank Mandate Letter
4. Salary Slip
5. EPF Statement
6. ESIC Statement
7. Professional Tax
8. Hard Copy of Bank Statement

I solemnly affirm to the following pursuant to the above context:

1. That I am the Director of Contractor, and, I am fully authorized and competent to swear this Affidavit-cum-Undertaking on behalf of Contractor.
2. That I have been duly authorized by the Board of Directors of Contractor vide resolution dated <insert herein the date on board resolution was passed> to execute this Affidavit-cum-Undertaking.
3. That all the compliance documents submitted by the Contractor to GNFC, as stated above, are true, correct, and complete in all aspects.
4. That none of the documents submitted to GNFC are forged, falsified, or altered in any manner.

5. That the Contractor is fully aware that submitting forged, false, or misleading documents is an offence under the Indian Penal Code, including Sections 463 (Forgery), 464 (Making a false document), and 468 (Forgery for the purpose of cheating) and any applicable law for that matter. Contractor understands the legal consequences of such actions, including potential criminal prosecution.
6. That this Affidavit-cum-Undertaking is being made and submitted to GNFC is legally binding and in good faith, with the commitment that the documents submitted are accurate, complete, and genuine.
7. That in the event any submitted documents by Contractor and statements made in this Affidavit-cum-Undertaking are found to be false, incorrect, or misleading, I, in my capacity as Director, and Contractor as a company shall be held liable for legal consequences, and hereby undertake to indemnify and keep indemnified GNFC and its officer, directors, employees and other representatives ("Indemnified Parties") from any all liabilities, harm, costs, losses, damages and expenses (including reasonable attorneys', experts' fees and any expenses) arising therefrom.
8. I, on behalf of Contractor, affirm that I understand the seriousness of this declaration, and it is being made voluntarily, without any coercion or undue influence.

DEPONENT

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director at <Name of Contractor Company>

**Enclosures:**  
Aadhar Card  
Board Resolution

**Verification**

I, [Name of Director], the above-named deponent, do hereby declare that the contents of this Affidavit-cum-Undertaking are true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom.

Verified at <City and State>, on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

DEPONENT

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_

## 17.7 Undertaking Cum Integrity Pack

Date: [REDACTED]

To,

**Gujarat Narmada Valley Fertilizers and Chemicals Limited,  
(n)Code Solutions, IT Division of GNFC Limited,  
14th Floor, Tower One, Road 5C, Zone 5,  
GIFT City, Gandhinagar,  
- 382355, Gujarat.**

Undertaking Cum Integrity Pack

For the purposes of this Undertaking Cum Integrity Pact ("the Pact") following references shall be used:

**Gujarat Narmada Valley Fertilizers and Chemicals ("GNFC") Limited** hereinafter referred to as "The Principal",

and

[REDACTED] hereinafter referred to  
as "The Bidder(s)/  
Contractor(s)"

(The Principal and the Bidder (s)/Contractor(s) are collectively referred to as "the Parties".

### A. Preamble

The Principal intends to award, under laid down organizational procedures, contract/s Request For Proposal/Expression of Interest Number: [REDACTED] dated [REDACTED] for [REDACTED] ("the Contract").

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

### B. Commitments Cum Undertaking of the Bidder/ Contractor

- (1) The Bidder / Contractor commits to take all measures necessary to prevent corruption. He commits himself to observe the following during his participation in the tender/RFP process and during the contract execution:
  - a. The Bidder/ Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender/RFP process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the



tender/RFP process or during the execution of the contract.

- b. The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder/ Contractor will not committed any offence under the relevant Anti-corruption Laws of India/Indian Penal Code, 1860. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e. The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender/RFP.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- C. Disqualification from tender/RFP process and exclusion from future contracts**
- (1) If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section B or in any other form such as to put his reliability or credibility as Bidder into question:
- a. the Principal is entitled to disqualify the Bidder from the tender/RFP process or to terminate the Contract, if already signed, for such reason.
  - b. the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders/RFPs. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a term as may be notified by the Principal.
- (2) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the

lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

- (4) If the Bidder/ Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

**D. Compensation for Damages**

- (1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:
  - (i) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender/RFP process prior to the award in terms of Section B;
  - (ii) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section B.

**E. Previous transgression**

- (1) The Bidder declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender/RFP process.
- (2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender/RFP process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

**F. Equal treatment of all Bidders/ Contractors/ Subcontractors**

- (1) The Principal will enter into Pacts on identical terms with all bidders and contractors of this RFP.
- (2) The Bidder(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).
- (3) The Principal will be entitled to disqualify from the tender/RFP process all bidders who do not sign this Pact or violate its provisions.

**G. Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption as per existing Anti-Corruption Law in India, or if the Principal has substantive suspicion in this regard, the Principal will take the necessary criminal action against the Bidder, Contractor or Subcontractor.

**H. Pact Duration**

- (1) This Pact comes into force and it expires for the Contractor 12 (twelve) months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

**I. Other provisions**

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is Ahmedabad, Gujarat. The Arbitration clause provided in the main tender/RFP document / contract shall not be applicable to any issue / dispute arising under this Pact.
- (2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
- (3) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

**DEPONENT**

Name: \_\_\_\_\_  
Director at <Name of Contractor Company>

**Enclosures:**

Aadhar Card  
Board Resolution/POA

**Verification**

I, [Name of Director], the above-named deponent, do hereby declare that the contents of this Affidavit-cum-Undertaking are true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom.

Verified at <City and State>, on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**DEPONENT**

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_

**Note: All the pages of the Integrity Pact shall be duly signed by the Bidder's signatories.**