



Gujarat University

Part I: Technical Bid

Tender No: GU/ESTATE/HOUSE KEEPING/2019-20/02

**TENDER DOCUMENT
FOR
MAINTAINING, CLEANING AND SANITATION WORK
OF BUILDINGS AND OPEN SPACES LOCATED IN ZONE
B OF GUJARAT UNIVERSITY**

TENDER DOCUMENT

Name of Work: Maintaining, cleaning and sanitation work of buildings and open spaces located in Zone B of Gujarat University

Invitation for Bidders

Gujarat University (hereinafter referred to as "GU") at Ahmedabad, is inviting a comprehensive bid for **"Maintaining, cleaning and sanitation work of buildings and open spaces located in Zone B of Gujarat University"** as per the terms and conditions of this tender.

GU invites offers through E-tender under **Two-stage-Two-bid system** from experienced and financially sound contractors.

Last date of submission of **on-line** part of the tender is **16:00 of 29/07/2019** and **physical copy is 16:00 of 30/07/2019**.

Bidders are required to submit the **TENDER FEE OF RS.1500/-** and a bid **security (EMD) of Rs. 60,000/-** in the form of two separate Demand Drafts of the nationalized/scheduled bank in **favour of "The Registrar, Gujarat University"** payable at Ahmedabad with original copy of technical bid.

The tender fee amount shall be non-refundable.

Bid submitted without Tender Fee or EMD shall be shall be rejected.

Gujarat University reserves the rights to reject or accept, in whole or in part of, any Bid, waive formalities in the bidding process, or to negotiate contract terms with any individual firm when such is deemed by GU to be in its best interest.

GU shall be under no obligations to provide reasons for accepting or rejecting a Bid.

Yours Sincerely,

For Gujarat University

The Registrar

Registrar

Signature of Bidder

NOTICE INVITING ON-LINE TENDER

REGISTRAR,
GUJARAT UNIVERSITY,
AHMEDABAD

E-TENDER NOTICE/ID NO. : FOR 2019-20

Gujarat University invites Online Tenders for the work of :

Name of Work : **Maintaining, cleaning and sanitation work of buildings and open spaces located in Zone B of Gujarat University from pre-qualified Contractors/Agency for above work as follows :**

Submission of tender:-

Part I Technical Bid to be submitted physically along with technical bid and supporting documents. All the documents must be duly signed on EACH page as proof of self-attestation.

Part-II Financial Bid MUST BE SUBMITTED ON-LINE ONLY.

Be

(A) Details of E-Tender item:

Sr. No	Name of Work	Estimated Tender Value (Rs.) (per year)	EMD (Rs.)	Tender Fee in (Rs.)	Total Security Deposit (Rs.)
1	2	3	4	5	6
1.	Maintaining, cleaning and sanitation work of buildings and open spaces located in Zone B of Gujarat University.	60,00,000/-	60,000/-	1500/-	10 % of Tendered cost

Registrar

Signature of Bidder

B)	Schedule for e-tendering is fixed as under:
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(i)	Site Visit (If any)	As per convenience of agency/contractor except holiday within office hours before submission.
(ii)	Pre-bid Conference	NIL
(iii)	Downloading Period of tender documents	From 8 th July, 2019 to 29 th July, 2019
(vi)	Submission of technical bid(part-1)-prequalification form and document including Tender fee, EMD, bank solvency certificate and other supporting Documents during office hours.	Submission in original – physical form so as to reach up to date : 30th July,2019 and till 14:00 hrs in presence only At Room No.37, General Dept., Gujarat University, Ahmedabad Note: Tender Fee, EMD and Bank Solvency is to be keep in a separate envelop, physical document shall be endorsed with contract number and title and shall be submitted in duplicate with one original and one copy (clearly marked “Original or “Copy”)
(v)	Online submission of Commercial/Financial bid (part-2)	Submission in Electronic format through online and same should be submitted till the last date: - 29 th July, 2019 at 18:00 hrs.
(vi)	Opening of technical bid-prequalification form(part-1)	Date: 30 th July, 2019 at 17:00 hrs
(vii)	Online opening of Financial bid ONLY of the agencies that have prequalified.	Shall be intimated after completion of pre-qualification verification process

Eligibility :

Agency/Contractors who are having the qualification according to terms of the tender and having submitted all the relevant documents in prescribed format.

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	Further Details of this tender are as under:
1.0	Particulars: Maintaining, cleaning and sanitation work of buildings and open spaces located in Zone B of Gujarat University
2.0	Downloading Tender Document:
2.1	Bid documents will be available on website up to the date shown above.
2.2	Bidders wishes to participate in this tender will have to register on web site https://nprocur.com
	Digital Certificate :
3.1	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India.
3.2	All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted:
	(n)Code solutions A division of GNFC 301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 (India) Tel : +91 26857316/17/18 Fax: +91 - 79 26857321 E-mail: nprocure@gnvfc.net
3.3	Bidders who already have a valid Digital certificate need not procure a new Digital certificate.
4.0	On line Submission of Tender:
4.1	(As per E-tender system) Bidders can prepare & edit their offers number of times before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request

Registrar

Signature of Bidder

	in this regard shall be granted.
4.2	Tenderer shall submit their offer in Electronic format with Page No. on above mentioned website & date shown above after Digitally signing the same.
4.3	Offers submitted without digitally signed will not be accepted.
4.4	Offer of Commercial/financial bid in physical form will not be accepted in any case.
4.5	It is Bidder's responsibility to verify Online Corrigendum / Amendments till last submission date and time as well as before Final Submission of Bid.
5.0	Submission of Tender Fees, Bid Security and other Documents:
5.1	Tender Fee for works are as follows : Rs. 1500/- (Rupees One Thousand Five Hundred only) Submitted by in favour of "The Registrar, Gujarat University", payable at Ahmedabad from any Nationalized / Scheduled Bank except Co-operative Bank.. DD shall be valid up to 60 Days.
5.2	Bid Security i.e. EMD : Rs.60,000/- (Rupees Sixty Thousand only) Submitted by in favour of "The Registrar, Gujarat University", payable at Ahmedabad from any Nationalized / Scheduled Bank except Co-operative Bank.. DD shall be valid up to 60 Days.
5.3	Other Documents required to be submitted by scanning through online :
	a As per Tender details
	b Certified true copy of Valid Bank Solvency issued in Current Calendar Year 2019 valid for one year of not less than Rs. 8, 20,000/- of Nationalized / Schedule bank.
6.0	Opening of Tender:
6.1	Intending bidders or their representative who wish to remain present at Registrar Office at the time of tender opening can do so.
7.0	Contacting Officer:

Registrar

Signature of Bidder

7.1	Further details/clarification if any required will be available from University Engineer of Gujarat University Tel- 079-2630034
7.2	In case bidder needs any clarification/assistance or if training required for participating in online tender, they can contact at following office.
	(n)Code solutions A division of GNFC 301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 (India) Tel : +91 26857316/17/18, Fax: +91 79 26857321 e-mail: nprocure@gnvfc.net
8.0	General instructions:
8.1	The tender fees will not be refunded under any circumstances.
8.2	Conditional tender shall not be accepted.
8.3	This tender notice shall form a part of tender document.
8.4	The tenderers are advised to read carefully the "Instruction for Tenderer" and "Eligibility Criteria" contained in the tender documents.
8.5	The Internet site address for E-Tender is http://nprocure.com and that of corporate web site is www.gujaratuniverdsity.ac.in on Tender option.
8.6	Free training camp for bidders will be organized on every Saturday between 1.00 to 5.00 P.M. at (n)Code solutions, A division of GNFC, 301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 (India). Bidders are requested to take benefit of the same.
8.7	The Gujarat University reserves the rights to reject any or all tenders without assigning any reason thereof.

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Signature of Bidder

Instruction to Bidders (ITB)

1.0 INTRODUCTION

The scope of work is to be carried out for all the buildings and surrounding areas including the roads, pavements, parking and every other open area within Zone B (Garden maintenance is not to be included in the offer).

2.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and delivery of its bid including costs and expenses related to visits to the site. GU shall in no case be responsible or liable for these costs regardless of the outcome of the bidding process.

3.0 SITE VISIT

The bidder is advised to visit and examine the site of works and its surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site shall be at the bidder's own expenses. Claims and objections due to ignorance of existing conditions shall not be considered after the submission of the bid and during implementation.

4.0 BIDDING DOCUMENT

The bidding documents should be read in conjunction with any addendum issued. The bidder is expected to examine the bidding document including all instructions, forms, terms, scope, specifications in the bidding document. Failure to furnish all information required as per the bidding document or submission of a bid not substantially responsive to the bidding document in every respect would result in rejection of the bid.

Bidding documents once issued are non-transferable in any other name and shall at all times remain the exclusive property of the Gujarat University. The bidder to use the bidding documents for the limited purpose of submitting the bid.

5.0 CLARIFICATION OF BIDDING DOCUMENT

Although the details presented in the bidding document consisting of conditions of contract, scope of work, technical specifications have been compiled with all reasonable care, it is the bidder's responsibility to ensure that the information provided is adequate and clearly understood.

Any failure by bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of contract, from performing the work in accordance with the agreement.

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6.0 AMENDMENT OF BIDDING DOCUMENT

At any time prior to the deadline for submission of the bids as well as up to bid opening, Gujarat University may for any reason whether at its own initiative or in response to a clarification requested by the bidders, modify the bidding document by amendment duly notified in writing.

The amendment shall be part of the bidding document, and will be notified to all bidders who have received the bidding documents. The bidders will be required to acknowledge receipt of any such amendment to Gujarat University within stipulated time in writing.

7.0 LANGUAGE OF BID

The bid prepared by the bidder, all correspondence and documents relating to the bid, exchanged by the bidder and Gujarat University shall be written in English language.

8.0 COMPLIANCE TO BID REQUIREMENT

Evaluation of bid shall be finalized on the basis of details/documents submitted by the bidder in the bid at first instance, without raising any technical or commercial/financial clarifications.

Owner expects bidder's compliance to requirement of bidding document without any deviation. No exception or deviation shall be accepted to stipulations/ conditions of bidding document.

9.0 DOCUMENTS COMPRISING BID

The bid should be prepared by the bidder and shall be submitted in two parts i.e. part-I and part-II in separate sealed envelopes:

- i) PART – I - Techno – commercial / Unpriced bid along with Tender fees and EMD. Part-I is to be submitted in two copies one original and one copy along with ENTIRE technical bid and other documents duly signed and self-attested on each page.
- ii) PART- II – Priced Bid/ Financial Bid MUST BE SUBMITTED by ONLINE only.

10.0 TECHNO-COMMERCIAL/UNPRICED BID

Bidder is advised that GU intends to fully evaluate the technical and un-priced commercial submissions.

The bid should clearly demonstrate the approach to be adopted by the bidder for execution of the services and bidder's ability to perform the works within the time schedule and

meeting the other requirements listed in the bidding document. Failure to provide such information may result into disqualification of the bid.

The bidder shall submit his Technical Bid/Un Priced commercial bid (Part-I) in one original and one copy.

The original bid shall be signed and stamped on each page by the bidder

11.0 PRICED BID / FINANCIAL BID (PART- II)

Price/ Financial (PART-II) bid is to be submitted by online e-tendering considering comprehensive estimated cost of man power, machinery, cost of material, cost of appliances, service charges, cost of all the work as per scope, cycle of work, cost of all royalties, GST tax, local tax, welfare cess, inclusive of all taxes including work contract tax, cost of stamp for agreement etc., and also any salutary variation in future towards above mentioned taxes and any other taxes if levied in future by statutory authority applicable to this contract shall be borne by the contractor and GUJARAT UNIVERSITY shall not entertain any claim whatsoever in this respect. Rate to be quoted shall be inclusive of GST.

Rates quoted by the bidder, shall remain firm and fixed and valid until completion of the contract and shall not be subjected to variation.

Bidder has to quote for whole scope of work otherwise bid will be considered non-responsive and will be rejected.

In case the bidder has quoted abnormally high rates, GU reserves the right to ask for clarifications and negotiate with the bidder or in the alternative, GU may withdraw the said Item/ service from the Contract.

12.0 BID VALIDITY

Bid submitted by the bidder shall remain valid for acceptance for a period of 120 days from the date of opening the bid. The bidder shall not be entitled during the period of 120 days, without the consent in writing of GU, to revoke or cancel their bid or to vary any terms thereof. In case of bidder revoking or cancelling his bid or varying any terms in regard thereof, the bidder's EMD shall be forfeited by GU.

GU may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the bidder agrees to the extension request, the validity of the bank Guarantee towards bid security shall also be suitably extended. Bidder may refuse the request without forfeiting his bid security. However bidders agreeing to the request for extension of validity of bids will not be permitted to modify the bid.

Registrar

Signature of Bidder

13.0 BID SECURITY (EARNEST MONEY DEPOSIT)

Bid securities of the unsuccessful bidders will be discharged or returned, as promptly as possible after award of contract.

Bid security of the successful bidder will be discharged or returned upon the bidder's executing the contract, and furnishing the security deposit by way of bank guarantee of any nationalised/scheduled bank.

The bid security may be forfeited –

- if the bidder withdraws its bid during the period of bid validity
- in case of a successful bidder, if the bidder fails within to sign the contract or fails in furnishing the performance bank guarantee of nationalised/scheduled bank within TWO WEEKS from the date of issue of LOI.
- withdraws the tender during the validity period or any extension thereof.
- If tender is varied / modified in manner not acceptable to GU during validity or any extension thereof duly agreed by the bidder or after award of the contract or prior to signing of contract.
- If successful bidder is seeking modification to agreed T & C after award of work or declines to accept LOI / LOA.

14.0 ARRANGEMENT OF BID

The bidder shall prepare one original and one copy of the Technical bid Part-I clearly marking each on as "ORIGINAL – TECHNICAL BID PART-I" and on second copy as "COPY– TECHNICAL BID PART-I".

In the event of discrepancy between the original and any copy the original shall prevail.

The original and all copies of the bid shall be typed or written in indelible ink (in case of copies, Photostats are also acceptable) and shall be signed by person(s) duly authorized to sign on behalf of the bidder. All pages of bid shall be stamped and initialled by person(s) signing the bid.

15.0 BID SUBMISSION

The bidder shall seal the original copy and true copy of original of technical bid part-I along with other documents clearly marking as" TECHNICAL BID PART-I" etc. as appropriate.

And addressed to Gujarat University at following address:

Gujarat University,

Room No-37 General Department,

Registrar

Signature of Bidder

Gujarat University Tower Building,
Near L D Engineering College,
Navrangpura, Ahmedabad-380009

Kind Attn: The Registrar, Gujarat University.

It should be clearly marked with name of works “(The tender name)”, Bidding Document No. and the words “DO NOT OPEN BEFORE (date and time of opening of bids as indicated in invitation for bids)”.

In addition to above the envelope shall indicate the name and address of the bidder to enable the bid to be returned un-opened in case it is declared “Late”.

If the Outer envelope is not sealed & marked as above, the GU will assume no responsibility for the misplacement or premature opening of the bid.

Technical bid (part-1) must be submitted in the prescribed format so as to reach this office Latest by _____.

16.0 DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted by the time and date mentioned in the invitation for bid at the address stated therein.

The GU may, at its discretion, extend the deadline for submission of bids by addendum, in which case all rights and obligations of the employer and bidders previously subject to original deadline will thereafter be subject to deadline as extended.

17.0 LATE BIDS

Any bid received by the GU after the deadline for submission of Bids will be declared “Late” and rejected and returned unopened to the Bidder.

18.0 WITHDRAWAL OF BIDS

The Bidder may withdraw its bid after the bid’s submission, provided that written notice of the withdrawal is received by the GU prior to the deadline prescribed for submission of bids.

The Bidder’s withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of procedure for submission of bids. A withdrawal notice may also be sent by fax but must be followed by signed confirmation copy. 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.

Registrar

Signature of Bidder

19.0 BID OPENING AND EVALUATION

The technical Bid Part-I shall be opened in the presence of attending representatives of Bidder. The attending representative(s) of the Bidder may have to produce authorization letter from their competent authority, otherwise they will not be allowed to attend the Bid opening. Number of representative who is present shall sign a bid opening statement evidencing their attendance.

The Bidder's names, Bid withdrawals, and the presence or absence of the requisite Bid Security, and such other details as the GU at its discretion, may consider appropriate, will be announced, and recorded at the opening.

20.0 CLARIFICATION OF BIDS

GU, if necessary, will obtain clarification on the bid by requesting for such information/clarifications from any or all Bidders, either in writing or through personal contact, as may be necessary, and the Bidders are advised to refrain from contacting by any means GU and / or their employees / representatives on their own, on matters related to bids under consideration. Bidders will not be permitted to change the substance of Bids after opening of Bids.

Bidder shall submit all additional documents in one original copy.

21.0 EVALUATION OF BIDS

Prior to detailed evaluation of Bids, the GU will determine whether each bid (i) is accompanied by required Bid securities; (ii) is substantially responsive to the requirements of the bidding documents; and (iii) provides any clarifications and /or require pursuant to clause 19.0.

Evaluation of bidders for meeting their pre-qualification criteria, details furnished in requisite Performa shall only be taken into consideration.

Bidders must submit the bid in line with bid stipulations without taking any deviation and submit proposal duly signed & stamped to this effect.

Bidders must ensure that complete bid along with all details as sought are submitted as per provisions of the bidding document.

GU reserves the right to use in-house information for assessment of capability of Bidder and their performance on last completed job.

The evaluation shall also take into account the concurrent commitments, deployment of Manpower and equipment proposed, the deviation retained and latest Performance of bidder.

22.0 GENERAL & COMPLETE SCOPE OF WORK

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The detailed scope of work has been defined in this Bidding Document. Only those bidders who take complete responsibility for the work and have bid for the complete scope of work as contained in the bidding document shall be considered for evaluation.

23.0 OPENING OF PRICE BID

Priced /commercial part-II of only those bidders, whose bids are considered technically acceptable, shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening.

24.0 EVALUATION OF PRICE BIDS

In case of difference in Price indicated in figures and the Price indicated in words and in amount, the evaluation of prices shall be done as per provisions.

Any uncalled for lump sum / Percentage or ad hoc reduction / increase in prices, offered by the bidders after opening of the prices, shall not be considered. However, if reduction is from the successful Bidder (L1), such reduction shall be taken into account for arriving at the contract value.

Alternative Bids will not be considered.

The bids will be evaluated based on the total amount quoted scheduled-B.

25.0 CONTACTING GUJARAT UNIVERSITY

Bidders are advised not to contact GU on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by a Bidder to influence GU in any of the decision in respect of Bid evaluation or AWARD OF CONTRACT will result in the rejection of Bid as well as forfeiture of the EMD.

26.0 OWNERS RIGHT TO ACCEPT OR REJECT ANY BID

GU reserves the right to reject the bid (s) on past performance, in case there is any adverse remark against the bidder (s).

GU reserves the right to accept or 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 or Bidders or without any obligation to inform the affected Bidder or Bidders on the grounds or the reasons for the GU'S action.

GU also reserves the right to negotiate the quoted prices before award of work.

GU reserves the right to award complete/partial work.

27.0 NOTIFICATION OF AWARD

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Signature of Bidder

GU will notify the successful Bidder in writing by Letter of Intent / Letter of acceptance that their bid has been accepted. The Letter of Acceptance will constitute the formation of a Contract until the Contract agreement has been signed.

28.0 SECURITY DEPOSIT

The CONTRACTOR shall have to pay /furnish the security deposit of about 5% of total tendered amount of yearly contract value within TWO WEEKS of issue of letter of intent by a performance bank guarantee of any nationalized/scheduled bank as prescribed in Performa and such guarantee shall be kept valid for a period of 18 months from the date of commencement of contract. All bank guarantees shall have a claim period of minimum 6 months from the date of expiry of validity.

GU shall have an unqualified option under this guarantee to invoke the bank guarantee and claim the amount there under in the event of the CONTRACTOR failing to honor any of commitments entered into under this contract and/or in respect of any amount due from the contractor.

The contractor shall have to pay/furnish the security deposit of about 2.5% of total tendered amount of yearly contract value within TWO WEEKS of issue of letter of intent by Demand draft of any nationalized /scheduled Bank in the name of The Registrar, Gujarat University payable at Ahmedabad.

Security Deposit of about 2.5% of total monthly bill amount shall be deducted from each bill.

Bank Guarantee shall be relieved within 30 Days of satisfactorily completion of work.

Rest of the security deposit shall be relieved after 3 Month of final completion of work after settlement of all dues.

No interest shall be paid on security deposit by GU.

BID QUALIFICATION CRITERIA

1. The intending bidder should have at least 03 (three) consecutive years of experience during the last five years (that is i.e that is FY 2016-17 TO 2018-19) in providing housekeeping and sanitation services to reputed Companies / Institutions / PSUs / Central / State Government Organizations/universities.

It is desirable that the bidder should have experience in mechanized cleaning.

2.The bidder should have experience of successfully completed of similar works in the preceding five years in any of the above referred organizations as follows:-

(a) Three similar contracts valuing not less than Rs.45 lakh per annum; or

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Signature of Bidder

(b) Two similar contracts valuing not less than Rs.60 lakh per annum; or

(c) One similar contract valuing not less than Rs. 1.20 Crore per annum.

3. The bidder must have a minimum average annual turnover of Rs. 2.4 Crore (Rupees Two Crore Fourty lakh only) in last 03 ending audited financial years that is 2016-17 to 2018-19. In support of same, documentary proofs, in the form of Balance Sheet, Profit & Loss Account, Turnover certificate duly certified by a Chartered Accountant in Practice must be submitted along with the offer.

4. Copy of unaudited provisional certificate of last year By Charted Account shall be submitted.

5. The bidder must have permanent EPF Account & Employees State Insurance Corporation [ESIC] Certificate in its Name, Documentary proof of Permanent EPF Account and ESIC/Workmen's Compensation Certificate must be submitted.

6. The bidder must have License by Labour Commissioner for contracting labour under Contract Labour Act (Certified copy to be attached).

7. Copy of Service tax/GST Registration and copy of PAN card must be enclosed with bid document.

(a) Copy of Income tax Return for financial years FY 2016-17 & FY 2017-18 & FY 2018-19 must be enclosed with bid document.

(b) Certified Copy of solvency certificate of nationalized/scheduled Bank of 8, 20,000/-.

(c) Joint ventures/consortium is not allowed. Bidder has to meet Qualification Criteria on its Own.

(d) Contractor must be a Sole Proprietor, Registered Partnership firm / Pvt. Ltd. Owner or Public Ltd. Owner. Copy of Certificate of Shops and Establishment, Registration/Incorporation needs to be submitted. Corporation [ESIC] Certificate in its name.

(e) The bidder must quote for total work, otherwise the tender will not be considered.

(f) The bidder must not be financial defaulter or no police case is registered against him or his/her firm, notarized assurance certificate for the same is to be attached.

8. Bidder should possess statutory requirement such as labour license, PF, GST, Shop and Establishment Registration Certificate and PAN card for their existing businesses.

ISO 9001-2008 in providing housekeeping and sanitary services is preferable.

Information as per form-A and form-B is to be submitted.

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Bidder must submit the documentary proof in support of meeting the pre-qualification criteria. Simply undertaking by the bidder for any item of the criteria shall not suffice the purpose. All the documentary proof must be enclosed with technical bid.

Note: - Bidders not meeting any of the above-mentioned 'Evaluation Criteria' shall be rejected without assigning any reason.

GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)

DEFINITIONS AND INTERPRETATION

In this contract (as here-in –after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise require.

“Applicable law” shall mean any Indian law, regulation, byelaw, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by Indian Government Agency.

“Approved and Approval” shall mean approved or approval in writing by the Owner including subsequent written confirmation of previous verbal approval.

“OWNER” shall mean Gujarat University, having its registered office at Gujarat University, Near L D Engineering Collage, Navrangpura, Ahmedabad, Gujarat, India and includes its successors and assigns.

“In-charge” shall mean the person nominated from time to time by the OWNER and shall include those who are expressly authorized by OWNER to act for and on its behalf for operation of this contract.

“CONTRACTOR” shall mean the person or the persons, firm or owner whose bid has been accepted by the OWNER and includes the CONTRACTOR’s legal representatives, his successors and permitted assignees.

“Contract” shall mean agreement or contract document shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Specifications, Scope of work, all the exhibits, attachments appendices, schedules etc hereto along with any amendments agreed and issued subsequently.

“Contract Value” shall mean the lump sum prices and/or rates of payment specified in the price schedule and as may be indicated in the LOA/LOI/ contract, which Owner shall compensate, Contractor for the actual work executed/ completed and certified by Owner’s Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.

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“WORK” or “Service” shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for the purpose of the CONTRACT as explained in Chapter of “Scope of Work”.

“Working Day” means any day which is not declared to be holiday or rest day by the OWNER.

“Effective Date” shall be the date of issue of Lol/ LoA/Work Order or as specified by Owner.

“Gross negligence” shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another.

“Services” shall mean the services to be provided by the Contractor under this Contract as more particularly described in Scope of Work, the LOA / WO along with this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and Owner.

“Termination Date” shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by owner, in accordance with its terms, whichever occurs first.

“Willful Misconduct” means Intentional disregard of Good Oilfield Practice or proper conduct under the Agreement with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

INTERPRETATION OF CONTRACT DOCUMENTS

Notwithstanding the sub-division of the contract documents into separate sections and volumes every part of each Contract document shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

IN CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

All headings and marginal notes to the Articles of those General Conditions of Contract or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

Any work order (s) issued pursuant to this document shall be deemed to be an integral part of this contract and governed by the terms & conditions of this contract document unless specifically provided otherwise.

In case of any discrepancy with respect to interpretation of any of the clauses in this document, the interpretation of the Owner shall be final and binding.

TERM OF CONTRACT

This Contract shall be deemed to have come into effect and force and be binding on the Parties with effect from the Effective Date, and shall remain in effect and be valid till the expiry of One (1) year from the Date of work order (Primary Term)

The owner may, at its option and sole discretion, extend the Term of the Contract for a further period of 12 months after the expiry of the Primary Term, depending upon the performance of the Contractor, by giving the Contractor a written notice of 15 (fifteen) days prior to the expiry of the Primary Term of the Contract ("Extended Term"). Any such Extended Term shall be subject to the same terms and conditions of this Contract and shall be at the same Rates and Price Schedules as set out in the Contract.

TIME FOR PERFORMANCE

The work covered under this CONTRACT shall be commenced within Ten (10) days after the receipt of the Notification for Acceptance of bid and be completed as per the time schedule indicated in the individual work order issued by the in charge from time to time during the validity of the rate contract.

CONTRACTOR will prepare a detailed monthly or weekly programme jointly with the IN-CHARGE within 15 days of receipt of Notification for Acceptance of Bid. The WORK shall be executed strictly as per the time schedule given in the CONTRACT DOCUMENT / work order(s) to the entire satisfaction of the IN-CHARGE.

DELYS BY OWNER OR ITS AUTHORISED AGENTS

In case the CONTRACTOR'S performance is delayed due to any act or Commission on the part of the OWNER or his authorised agents, then the:

CONTRACTOR shall without delay issue notice to - IN-CHARGE in writing of his request for an extension of time.

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OWNER shall on receipt of such notice grant the CONTRACTOR from time to time in writing, either prospectively or retrospectively such extension of time to the extent of the delay or impediment.

No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted, except as provided in contract, where in the OWNER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed time schedule of completion.

In such an event the CONTRACTOR shall be obliged to arrange for working by CONTRACTOR'S personnel for additional time beyond stipulated working hours as also on Sundays and Holidays and achieve the completion date/interim targets.

LIENS

Contractor shall immediately pay and discharge any lien, claim or encumbrance, of any nature, (or shall provide security for payment thereof) attributable to Contractor. Contractor shall indemnify and hold Owner harmless from and shall keep Owner's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Contractor.

If Contractor fails to pay and discharge any such lien, claim or encumbrance, then Owner may do so and charge Contractor for all costs, with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by Owner pursuant to the Contract. Owner shall have the right to retain out of any payment to be made to, or to be reimbursed to, Contractor, an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

Force Majeure

The term "Force Majeure" means any of the following events or circumstances, or any combination of such events or circumstances, which are beyond the reasonable control of the affected party, which could not have been prevented by good industry practice or by the exercise of reasonable skill and care, and which, or any consequences of which, have a material an adverse effect upon the performance of the affected party of its obligations under the agreement/PO/Contract Events of force majeure shall be limited to war (whether declared or undeclared), Public enemy strike, hostilities, riots (otherwise than amongst Supplier's personnel), earthquake, landslides, lightening, hurricane, typhoon, cyclone, flood, or major storm, tidal wave, explosion, insurrection, invasions, blockades and civil disturbances or public disorder, sabotage or similar events beyond the control of the parties or either of them except to the extent excluded hereunder.

Force Majeure shall specifically not include occurrences as follows:

Late delivery of materials caused by congestion at Supplier's facilities or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

Late performance by Supplier caused by unavailability of labour, inefficiencies or similar occurrences.

Delays due to ordinary storm or inclement weather or Non-conformance by Supplier.

Financial distress of Supplier or any SUB-SUPPLIER.

No payments will be due for the period of Force Majeure. If the Force Majeure conditions continue for a period of 15 consecutive days, the owner shall have the right to terminate the contract with 2 days prior written notice to the Contractor.

TERMINATION BY OWNER

Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Contractor shall be paid for the Work successfully completed and certified by Owner Representative. Save as specified elsewhere in the Contract, Owner shall have the right to terminate the Contract in the following circumstances:

Termination for Non- Mobilization or Non-commencement of Work:

If the Contractor fails to timely mobilize the Materials or Equipments or Personnel required to perform the work or having mobilized, fails to timely commence the work in accordance with the terms of the Contract, it would amount to material breach under the Contract and in such event, the Owner shall have right to terminate the Contract immediately upon expiry of such specified time, unless otherwise provided or agreed by the Owner.

Consequences of Termination:

Upon termination of Contract by Owner in a case as prescribed in this document, the Contractor shall not be entitled to any payment whatsoever. The Contractor shall immediately refund any sum which the Owner might have paid in advance to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate the Owner for all losses, expenses etc. which the Owner shall sustain on account of such breach by the Contractor.

Termination for events specified below:

Occurrence of any of events as specified below shall be construed as Event of Default. The Owner shall inform the Contractor of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Contractor, upon receipt of such notice, fails to remedy such default with Seven (7) days, then the Owner shall have the right to terminate this contract forthwith. Event of default shall occur if the Contractor:

Commences a voluntary proceeding, or an involuntary proceeding is commenced against the Contractor seeking liquidation, reorganization or other relief with respect to the Contract or its debts under any bankruptcy, insolvency or other similar laws now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Contractor for a substantial part of its property, or if the Contractor shall consent to any such relief or to the appointment of or taking possession by any such official in any such proceeding commenced by or against a Contractor; or

Makes a general assignment for the benefit of its creditors; or Refuses or fails to supply enough properly skilled/unskilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule and the contract; or Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or Is in breach of Applicable Law; or Otherwise breaches the provisions of the contract or part thereof; or Suspends or abandons activities in the Work site; or Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if a receiver or manager on behalf of a creditor shall be appointed or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or Fails to provide uninterrupted services/perform work.

Consequences of Termination:

Upon termination of Contract by Owner under this sub-clause, the Contractor shall be entitled to payment for the work successfully completed and certified by the Owner Representative till the date of Termination. Further, the Owner shall be entitled to take possession of the Work (excluding the equipment's) and finish the Work at the risk and cost of the Contractor by whatever method Owner deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate the Owner for all losses, expenses etc. additional expenses which the Owner shall sustain, to get the work executed, on account of such breach by the Contractor.

Termination in the event of Force Majeure:

In the event that a condition of Force Majeure exists at the Site for a period of fifteen (15) consecutive days, Owner shall have the right to terminate this Contract by giving two (2) days advance notice to Contractor.

Termination for Convenience:

Owner shall have a right to terminate the Contract in whole or in part, at any time with fifteen (15) days prior written notice thereof to the Contractor. Upon any such termination the Contractor irrevocably agrees to waive any and all claims for damages, compensations, including loss of anticipated profits, on account thereof, and as the sole right and remedy of

the Contractor, Owner shall pay the Contractor in accordance with Price Schedule mentioned in the Contract.

Termination for non-performance or non-satisfactory performance of the Work:

The Contractor shall perform the work in accordance with the terms and conditions of the Contract. If the Contractor does not perform the Work or any part thereof or its performance is non-satisfactory, then Owner shall issue a notice ("Remedy Notice") to the Contractor to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. The Owner may ask the Contractor to re-perform any of such services, at sole risk and cost of Contractor. In the event, the Contractor fails to remedy such default within the specified period or the performance of the Contractor is non-satisfactory repeatedly; the Owner shall have a right to terminate the Contract immediately without any further notice.

Upon receipt of Notice of Termination, the Contractor shall, unless a notice directs otherwise:

Immediately discontinue the work on that date and to the extent specified in the notice;

Place no further orders or agreements for materials, equipment, services or facilities except as may be necessary for the completion of such portion of the work which is directed to be continued;

Promptly make every reasonable effort to procure cancellation upon terms satisfactory to Owner all orders and sub-contracts to the extent they relate to the performance of the discontinued portion of work; and

Do only such work as may be necessary to preserve and protect Work already in progress and protect materials, facilities and equipment on the work site or in transit thereto.

VARIATIONS / Amendments

Owner may after mutual agreement, at any time before the Services are completed, instruct Contractor to alter, amend, omit, add to or otherwise vary any part of the Services by issuing a variation to Contract or Amendment order in writing. Applicable rates shall be an amount which is in all the circumstances reasonable, technically derived and as agreed upon by both parties. No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party hereto.

ENTIRE AGREEMENT/ WAIVERS

This Contract sets forth the entire agreement between Owner and Contractor which shall supersede all previous communication/ agreements either oral or written. No terms, conditions, understandings or agreements purporting to modify or vary the terms of the

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Contract (whether written or oral) of the parties made prior to the date of this Contract shall apply except where Owner and Contractor have expressly varied the same in writing under the terms of this Contract

None of the provisions of this Contract shall be considered waived by Owner unless Owner gives such waiver in writing. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of this Contract unless expressly set forth in such waiver.

CONTRACTOR'S OFFICE AT SITE

The CONTRACTOR shall inform OWNER the address of his representative(s) with whom interaction/ communication shall be made during execution of work.

CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

The CONTRACTOR shall depute qualified Housekeeping personnel having sufficient experience in carrying out work of similar nature, to whom the equipment's, materials, if any, shall be issued and instructions for works given.

The CONTRACTOR shall also provide sufficient and qualified staff to the in-Charge for the execution of the WORKS, including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working.

Whenever in the opinion of the IN-CHARGE additional qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof.

If and whenever in the opinion of IN-CHARGE, any of the CONTRACTOR'S employees are guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the OWNER or the IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, if so directed by the IN- CHARGE, shall at remove such person or persons from employment thereon.

Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the IN-CHARGE. Any person so removed from the WORKS shall be immediately replaced at the expense of the CONTRACTOR by a qualified and competent substitute.

The CONTRACTOR shall be responsible and liable for the proper behavior of all his staff shall be bound to prevent any of its employees from trespassing or acting in any way detrimental to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall

be responsible and liable therefore and relieve the OWNER of all consequent claims or actions for damages or injury or any other grounds whatsoever.

The decision of the IN-CHARGE upon any such matter shall be final.

The CONTRACTOR'S personnel entering upon the OWNER'S premises shall be properly identified by badges which must be worn at all times on OWNER'S premises.

The Contractor shall not sub-let any of the work to any sub-contractor. That is sub-contract is not allowed.

INDEMNITY AND LIABILITIES

CONTRACTOR PERSONNEL AND PROPERTY

Contractor shall be responsible at all times, including time in storage, in transit, or at Owner's site location, for damage to or destruction of material, Equipment and any other property of Contractor or any of its and their respective employees or agents, except to the extent such loss, damage or destruction is caused by or contributed to solely by the negligence of Owner, or Owner's other contractors, and Contractor shall indemnify and keep indemnified Owner Group or Owner's other contractors, harmless from any and all Claims arising out of or in connection with the Contract or other obligations hereunder directly or indirectly associated herewith and/or arising from Claims, liabilities, costs, damages and expenses of every kind and nature relating to such loss or damage, including any Claims relating to:

- i. Personal injury, illness or death of any of Contractor's Personnel or Owner Group's personnel (except to the extent directly caused by the acts, omissions or Gross negligence or Willful misconduct of Owner Group);
- ii. Loss or damage to Contractor's Personnel or Owner Group's property (except to the extent directly caused by the acts, omissions, gross negligence or willful misconduct of Owner Group).

THIRD PARTIES

Contractor shall defend, indemnify and hold Owner harmless from and against any and all Claims in respect of:

personal injury, illness or death of a third party; and/or loss of or damage to any facilities, tools, equipment and/or personal belongings of a third party; arising in connection with the Contract to the extent caused by the acts, omissions, negligence and/or breach of the Contract or Applicable Laws by the Contractor.

POLLUTION AND ENVIRONMENTAL DAMAGE

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Contractor undertakes that substances or rubbish in any form originating in the course of performance of services shall not be dumped or discharged at, or around the GU premise-Building/ campus. However, in the event of such dumping or discharge by Contractor, Contractor shall immediately assume all responsibility for the cost of removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination and shall take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, to minimize such damage to extent possible and consequential effects thereof to the property and people, and shall indemnify the Owner Group for any Claims arising on account thereof.

If Owner has reasons to believe that any Work by the Contractor or any operations conducted by the Contractor are endangering or may endanger persons, or are causing avoidable pollution, or are harming fauna and flora or the environment, Owner shall be entitled to, as may be determined by Owner pursuant to Applicable Law, require the Contractor to discontinue operation/ Works in whole or in part without any cost to Owner until the Contractor has taken such action to rectify its action to avoid the above events.

According to “ The Prohibition of Employment as manual scavengers & their rehabilitation act-2013” Cleanliness of any chamber, inspection chamber, Man Hall, septic Tank and soak pit are manually not allowed. It will be clean by machinery and no person shall be allowed to enter into any of above. By all means any responsible arising due to this contractor will be held fully responsible and he shall also liable for any consequences arising due to his negligent act.

Contractor, his supervisors, workers shall inform to the estate deparment by his written statement if any of the chamber, man hall etc. is found without proper lid (cover) so that proper action can be taken at the earliest.

STRICT LIABILITY

Notwithstanding anything contained in the Contract, the Contractor shall indemnify and keep indemnified the Owner Group from all Claims arising out of or in the course of, caused by the execution of Work under the Contract or other obligations hereunder directly or indirectly associated herewith due to one or more of the following:

Breach of Applicable Law by the Contractor.

Gross negligence or wilful misconduct by the Contractor.

Breach/ infringement by Contractor of any intellectual property right;

Failure by Contractor to perform the Work in accordance with the Contract, determinations, instructions and clarifications of Owner pending disagreement, dispute, protest, request for arbitration/ court proceedings;

Breach of any confidentiality obligations by Contractor.

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CONSEQUENTIAL LOSS

Neither Party shall be liable to the other for any indirect or consequential loss or damage including any loss of production, loss of revenue, loss of use, loss of profit or anticipated profits, loss of business opportunity or loss or damage of any other kind suffered by such Party or its group and each Party shall indemnify, defend and hold the other Party harmless in this regard.

COMPLIANCE WITH LAWS, REGULATIONS AND ORDERS

Contractor shall comply and ensure that its, agents, personnel, employees, representatives etc. comply with all applicable laws, including decrees, rules and regulations of any Government or any authorized agencies of any Government in the country of operations (including India) including but not limited to those related to security matters (naval clearances, ministry of defence clearances, etc.) and all other applicable laws, decrees, rules and regulations and shall indemnify Owner for any fine, penalty or liability and for any costs related thereto arising out of any failure by Contractor or its s to observe any such law, decree, rule or regulation.

Contractor shall defend, indemnify, and hold Owner harmless from and against any claim or penalty incurred in the event of non-compliance with the provisions of this Clause.

INVOICING AND PAYMENT

Contractor shall invoice Owner for payments hereunder at the beginning of each calendar month for the Work performed / executed during the previous month and /or on Completion of Services., Owner shall make payment, of the correct/ undisputed/Certified invoice supported with log sheet/inventory report which is jointly signed by Owner representative along with the Contractor representative, within Thirty (30) working days period after receipt of invoice unless the Owner disputes the invoice or a part thereof. Prices negotiated and finalized shall be firm and binding for the agreed Contract period including any extensions thereof. No interest shall be payable on delayed payments by the Owner.

Invoices shall be itemized with a full break down of the Service performed and shall be complete with all back-up details, documentation, information, receipts, etc. and shall set forth the facts relating to all activities and transactions handled for Owner's account and shall be verified and signed by an authorized signatory designated by the Contractor to show the basis for Contractor's application of the Contract payments and the resultant value of the invoice. Contractor will have to submit the certificate of satisfactory work completion as per scope for each building from the concern HOD with certified copy of monthly statement of presence

The contractor shall pay to all his workers/sweepers/supervisors according to minimum wage act. He will pay according to labour and employment department GOG notification Dt.

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26/12/2014. As per zone-1 category and as per list of schedule which pertain to employment in the maintenance of buildings. As per notification of Dy. Labour Commissioner, Gandhinagar No. ACL-6/1/2016/1045 to 1155 Dt. 29/09/2016 OR THE LATEST NOTIFICATION, RULE OR LAW AS PRESCRIBED BY THE GOVERNMENT.

Minimum and prevailing DA shall be paid as per the government rules and regulations.

The self-declaration/undertaking for following should be submitted to The Registrar, Gujarat University, Ahmedabad at the beginning of each month for the payments made against the previous month provided the Contractor will indemnify the Owner at all times for the damages caused or losses incurred by the owner due to non-compliance with the existing laws and regulations by the Contractor. The invoice should be submitted to GU only after having submitted the following documents, if applicable, to GU

Provident Fund Act:

No dues of Payment of PF Contribution from the Employer & Employees in respect of Contractor working under Contract along with monthly Returns and remittance particulars of Challans and Statement of workmen.

ESI Act:

No dues of Payment of ESI Contribution from the Employer & Employees in respect of Contractor working for under Contract along with their Half-yearly Returns and remittance particulars of Challans and Statement of workmen.

As per the Labour enactments:

No Dues to the Employees who have resigned or whose services are terminated, engaged by the contractors regarding payment of Wages, service compensation, Bonus, Gratuity, Unveiled Leave salary, Notice pay & etc.

The settlement of any invoices shall not be deemed acceptance of the Services or any part thereof and shall not prejudice the right of Owner to question the propriety of any such charge at any time thereafter. A written response to Owner's claim for omission corrections or errors in charges and credits for Owner's account shall be made by Contractor as soon as practicable and in no event later than sixty (60) days from the date of such claims.

Contractor shall support all invoices with any data and/or information reasonably requested by Owner. Contractor agrees to retain all applicable documentation and records for a period of not less than three (3) years from the end of the calendar year in which this Contract terminates. Owner or any party nominated by Owner shall be entitled to audit and examine all documents and/or records necessary to verify the correctness of charges contained in any invoice. The payment of an invoice shall not preclude Owner's right to audit any charge during said three-year period. Any discrepancies found in such audit shall

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be paid or reimbursed forthwith. Owner shall have the right to reproduce any such documents which have been inspected.

Invoices shall be endorsed with the Contract number and title and shall be submitted in triplicate with one original and two Copies (clearly marked "Original" or "Copy") once in each month and shall be forwarded to:

The Registrar,

Gujarat University

Gujarat University Tower Building,

Near L D Engineering College,

Navrangpura, Ahmedabad – 380 009, Gujarat, India

All payments to the Contractor under this Contract shall be made by RTGS in Indian Rupees after deduction of government dues like TDS.

(i) CONTRACTOR warrants that it has obtained all necessary information relating to Scope of the Work, whether such information was supplied in whole or part by GU.

(ii) CONTRACTOR warrants that it has made adequate provision in the lump sum fees/ prices, unit rates and day/ monthly rates for meeting all the terms, conditions and obligations arising under this Contract including but not limited to the Third Party Inspections charges.

(iii) CONTRACTOR shall not vary the lump sum fees/ prices, unit rates and day/ monthly rates or any part thereof or the Contract Schedule or any date therein for the duration of the Contract or Thirty Six (36) Months whichever is later, or shall not recover additional payment on the grounds of anything which a prudent CONTRACTOR could have discovered or anticipated.

AUDIT

The Owner and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Contractor's and its agents' documents of whatsoever nature relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, contracts, representations before statutory authorities, tribunals, courts and any other records. The Contractor will preserve and will cause its and agents to preserve all such records for a period of three (3) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to Owner and its representatives. The Contractor shall provide photocopies of any documents within a

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reasonable period whenever demanded by the Owner, Audits referred in this Clause will be made during Contractor's normal working hours. Any payment made by the Owner shall not imply acceptance of liability on the part of the Owner. Owner shall have the right to notify Contractor of any matters arising in an audit which may necessitate making an adjustment; and such adjustment, whether by reimbursement to Owner or otherwise, shall then promptly be made. Owner shall also have the right to obtain assistance and statements from any of Contractor's Personnel to the extent it deems necessary, and Contractor and its s shall make such personnel available at their assigned locations if still under employment with Contractor.

NOTICE

TO THE CONTRACTOR

Any notice hereunder may be served on the CONTRACTOR or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice would be conclusive of the CONTRACTOR having been duly informed of all contents therein.

TO THE OWNER

Any notice to be given to the OWNER under terms of the CONTRACT shall be served by sending the same by Registered mail at the registered office.

LIQUIDATED DAMAGES

If Contractor for any reason other than Force Majeure, fails to timely mobilise any of the Equipment (fit for purpose), consumables and / or Contractor's Personnel / manpower at / location/ Site as per the time schedule mentioned in the Contract or any other date notified by the Owner or fails to timely commence, continue or perform the Work in accordance with the terms of this Contract or if the Contractor repudiates the Contract before completion of the Works in accordance with the Contract or otherwise commits the breach of any of the provisions of the Contract, the Owner may without prejudice to any other right or remedy available to the Owner, shall have a right to seek payment from the Contractor and the Contractor shall pay to Owner, as ascertained and agreed liquidated damages, and not by way of penalty, One percent (1%) total yearly Contract Value for each week or part thereof of such late commencement of the Work or breach of any terms and conditions, breach of tender clause or scope of work or each interruption of Work up to a maximum of Ten percent (10%) of total yearly Contract Value. The payment of liquidated damages pursuant to this section shall not affect the rights of Owner as per Contract or Applicable laws including the following rights to:

Terminate the Contractor or a portion or part of the Work thereof at any time during the Term of the Contract and/or,

Recover damages resulting from Contractor's breach of any of the provisions hereof and/or, Get the Work done by any other contractor at the risk and cost of the Contractor and/or, Invoke Performance Bank Guarantee or any other security provided by the Contractor and/or, Recover actual and/ or amount payable by the Owner to its contractors or or third party for the services relating to the Work.

According to schedule-B /Financial Bid, Bidder has to quote his rates. Building/ Campus wise numbers of sweepers/workers and supervisors are to be kept on building/campus is as per annexure-A.

Monthly average presence considering 8 hours working duty is also show in the annexure-A. Contractor shall maintain presence register separately on each premise duly signed by the concern HOD or His representative or authorized signatory. GU will provide the facility to use the Bio- Metrics Machine for the attendance.

Sweepers/ Workers/ Supervisors of the respective building group shall have to make their attendance in the Bio-Metric Machine. Details of presence at the end of month shall be submitted dully certified by HOD/ authorized signatory with the bill amount for number of presence lesser then the monthly average requirement is liable to be deducted from the bill.

The rate of deduction for sweeper/worker is Rs.450 per Day per 8 Hours Duty. And for the supervisor it will be Rs 485 per day per 8 hours duty.

By way of abundant caution, it is clarified that in addition to recovering liquidated damages, Owner may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.

The Contractor shall supply the required number of personnel / manpower/ machinery for carting of garbage-debris for sweeping etc. to carry out the Work in accordance with the provisions of the Contract. In the event of supplying less personnel / manpower/ machinery than required personnel / manpower/ machinery on any given day, the liquidated damages shall apply as per above clause. For carting and disposal of debris-garbage if proper timely disposal is not done by contractor then GU will carry out the same by any other contractor and liquidated damages at the rate of 1.5 times of actual cost for disposal shall be recovered. The liquidated damages shall be deducted from the monthly invoices raised by the Contractor. The Contractor acknowledges that the payment of liquidated damages under this sub-clause shall not relieve the Contractor to perform the Work in accordance with the provisions of the Contract and the Contractor shall however be liable for other breaches / defaults committed by it under the Contract.

Owner may without prejudice to its right to effect recovery by any other method, deduct and withhold the amount of liquidated damages from any money belonging to the Contractor in its hands (which includes Owner's right to claim such amount against

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Contractor's Performance Bank Guarantee) or which may become due to the Contractor. Any such recovery of liquidated damages shall not relieve the Contractor from any of its obligations/ liabilities under the Contract.

The Parties agree that the liquidated damages indicated hereinabove are genuine pre-estimate of the minimum loss/ damage which Owner will suffer on account of delay/ breach on the part of the Contractor and the said amount shall be payable without any requirement of proof of the actual loss or damage caused by such delay/ breach.

The Parties agree that if the actual loss sustained by the Owner is more than the amount of liquidated damages, then Contractor shall be liable to pay and make good the actual loss sustained by the Owner. In the event of any difference(s) between the Parties, the decision of Owner shall be final and binding.

Where Owner is required to wait for any reason for a Contractor's consumables/ materials and Contractor's Personnel which are not made available as per the schedule, Contractor shall be liable to pay to the Owner, 10% (ten per cent) administrative cost in addition to all losses and expenditures incurred by Owner or Owner Groups due to non-availability of such manpower, a sum until such time said Personnel /Equipment is made available to Owner.

By way of abundant caution it is clarified that during this period of delay, Contractor will not be eligible for any payment, whatsoever.

RESOLUTION OF DISPUTES (ARBITRATION)

Arbitration: In case of all the disputes, decision of The Vice – Chancellor, Gujarat University shall be final and binding to the bidder. The Vice - Chancellor, Gujarat University shall be the sole Arbitrator. The legal jurisdiction shall be Ahmedabad only.

APPLICABLE LAW

All questions, disputes or differences arising under, out of or in connection with this Contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and parties hereby agree to submit to the jurisdiction of the Courts in Ahmedabad, India.

OWNER shall make tax deductions from Contractor's bill as required by rules and regulations in force from time to time including income tax TDS, TDS on WCT etc. A certificate of such deductions shall be provided as per rules governing such deductions. In case of any dispute on interpretation of services/ scope under different clauses by owner & contractor, decision of owner would be considered final.

EXECUTION OF WORK

The CONTRACTOR shall be responsible for ensuring that works are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship

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in strict accordance with the SPECIFICATIONS, SCOPE OF WORK AND TIME SCHEDULE and to the entire satisfaction of the -IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution of WORK.

The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively Bourne by the CONTRACTOR and the OWNER shall have no liability whatsoever on this account.

The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the IN-CHARGE. The written instruction regarding any particular job will normally be issued by the IN-CHARGE or his authorized representative.

The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The OWNER will not entertain any claim for idle time payment whatsoever

Contractor shall follow the approved vendor list of material to be used for cleaning as per the attached list by Gujarat University.

WARRANTIES AND REMEDIES

Contractor represents and warrants that: (i) it has sufficient experience in performing the Services; (ii) it has adequate resources, service capability and personnel for performance of the Works in accordance with Industry Practices and Applicable Laws; (ii) it shall perform the Work in accordance with this Contract and shall comply with and adhere to Applicable Laws, and Owner's instructions and directives on any matter concerning the Work.

Contractor covenants that it shall comply with, and shall ensure that the Contractor's Personnel comply with all Applicable Laws, Good Industry Practices, and Indian codes, rules, regulations and Specifications applicable to the Services.

If in the performance of the Services, the Contractor fails to comply with the Warranties and undertakings set forth in this clause or elsewhere in this Contract, Contractor shall, as directed by the Owner, at Contractor's cost and without prejudice to any other right or remedy of Owner under this Contract within a time as may be specified by Owner, re-perform the Services or correct such failure or furnish an alternative acceptable to Owner in order to comply fully with the requirements of the Contract. Defects shall not be deemed to be waived by Owner's failure to notify Contractor upon receipt of Services or by payment of invoiced amounts.

Contractor shall use all reasonable care to ensure, at Contractors sole risk and cost, that the Contractor's Personnel are competent, experienced, and skilled to perform the Works. The Contractor shall be responsible for all acts and omissions of Contractor's Personnel, and the

Owner shall have no responsibilities or liability whatsoever in this regard. Contractor shall ensure that sufficient number of Contractor's Personnel are available at the Site at all times for commencement and execution of the Works during the Term of the Contract. Contractor shall be solely responsible throughout the period of this Contract for fulfilling the requirements of Contractor's Personnel, including but not limited to, making available accommodation, transportation, meals, medical attention, necessary permits/licenses as per Applicable Laws, vacations and time-off allowance, travel and any other benefits due to such Contractor's Personnel whether required under any Applicable Laws, contract or otherwise.

Contractor shall take all necessary and / or proper measures to protect Contractor's Personnel, Site and the facilities as well as observe all safety rules and regulations of the Owner, given to Contractor in writing provided such rules do not conflict with any Applicable Laws applicable to the Works. No smoking or open flames shall be permitted at the Site and nearby areas, except in the areas marked by Contractor and approved in writing by Owner. Contractor shall use all reasonable means to prevent and control fires.

Contractor shall have no authority to take any action on behalf of Owner in the performance of the Works or rendition of Services or the conduct of operations hereunder which would subject either party to liability or penalty under any Applicable Laws, and if it does so, the Contractor shall indemnify the Owner for all Claims, losses, costs and expenses (including attorney or legal fee if incurred by Owner).

Contractor shall have no authority to make any statements, representations or commitments of any kind or to take any action on behalf of the Owner, except as expressly provided under this Contract or otherwise authorized in writing by Owner.

Contractor's Personnel:

The Contractor shall make its own arrangements for the engagement of all Contractor's Personnel.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel deployed for the Works at the Site and for the preservation of peace and the protection of persons and property on the Site and nearby areas.

The Contractor shall ensure the provisions relating to Contractor's Personnel are also complied by him.

FINANCIAL BID OF RATES TO COVER HOUSEKEEPING EQUIPMENTS, MATERIALS, CONSUMABLES, LABOUR & MACHINERY ETC. inclusive of all taxes.

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all HOUSEKEEPING equipment,

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MATERIALS, LABOUR AND CONSUMABLES inclusive of all taxes including machinery like tractor, trolley, loader, pawrha tractor to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule-B of Rates and the execution of the WORK or any portion thereof finished complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

LABOUR LICENSE

Before starting of work, CONTRACTOR shall obtain an appropriate license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970 and furnish copy of the same to OWNER. CONTRACTOR shall also be responsible and liable for his validity and for complying with provisions of all applicable Acts, Rules and Regulations in force at site of works in this regard. Contractor shall indemnify the Owner at all times for any and all losses, damages, costs arising directly or indirectly from or incurred by reason of non-compliance of existing laws including but not limited to the above mentioned laws.

SCOPE OF WORK

Area of work

All open and covered areas, buildings and services network (external as well as underground) located within the boundary of the area demarcated as Zone B of Gujarat University Campus in the attached lay-out SHALL be in the scope of services to be provided by the contractor.

Cleaning Services

The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. The contractor and his management team will supervise the awarded work.

General Instructions

Waste shall not be transferred from one bag to another. Bags should be tied when three fourths full.

Covered Trolleys should be used for transportation. Before final disposal/treatment, waste should be kept in specified location and in specific liners and containers.

All areas used/utilised by females SHALL be attended to by female staff only.

Contractor shall maintains the records/details of

- Organizational structure and line of authority
- Housekeeping manual and all SOP
- List of equipment used

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- Description for each category of housekeeping
- Complaint Book
- Duty Roster / Deployment Sheet of Housekeeping Staff
- Register for providing staff for shifting work
- Logs and checklists

A) Daily Services

Housekeeping/ cleaning services should be provided round the clock on all days including holidays, so that all areas are clean all the time. Working hours should be adjusted in such a manner that cleaning work should be completed well before the work starts. The requirement to complete the work will be different across the Institute, for example the timings of staff in hostel would be different than timings of staff working in the administration block.

Housekeeping staff has to do following activities for all rooms / blocks, stores, all washrooms, all toilets, canteen, all corridors and all covered and open areas.

- 1) Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas/departments on hourly basis.
- 2) Cleaning, sweeping, mopping with disinfectant stair cases, cabins, lobbies, reception, corridors, ceilings, office rooms, training rooms as per requirement/direction.
- 3) Vacuum cleaning of all carpets and upholstered furniture once in a week or as per requirement/direction.
- 4) Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, fire-fighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.
- 5) Cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e. 3 times or as per requirement/direction.
- 6) The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full.
- 7) Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc. three times in day or as per requirement/direction.
- 8) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles.

9) Cleaning of all open areas(except gardens and internal area of residence building if any) between the building and boundary including sweeping of roads, paths, cleaning open drains, cutting of grass, shrubs, collecting carting and throwing away the same at disposal site etc. or as per requirement/direction.

B) Half Monthly Services (2 time in a month)

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

- 1) Dusting of entire area including windows / windowpanes/ doors / ledges / elevation frames etc.
- 2) Cleaning of ceilings and high walls, removal of wash / spit stains on walls, cleaning of roofs, porches etc.
- 3) Cleaning of sanitary fittings, toilet drain pipes etc. in the toilets with standard cleaning material.
- 4) Cleaning of all windows glasses and grills with detergent/ cleaning agents.
- 5) Washing of roads, paths etc. with High Pressure Jet machine or as per requirement/direction.
- 6) Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- 7) The Tenderer will make a cleaning programme and submit to Officer-In-Charge of housekeeping activity cleaning so that concerned official / In charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.
- 8) The Contractor will cover all the specified area in the scope of work.
- 9) The Contractor will provide the duty register to officials of Institute as required.
- 10) The Contractor will maintain a record of all services and submit.

(c) Housekeeping Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the Contractor:-

c.1. Management / Housekeeping Service Requirements/ Complaints Report

This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or staff deployed by the Contractor will be registered at site on a computer and should be reported to Caretaker/Supervisor or any other designated official.

c.2. Housekeeping Services Complaint Register

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

(d) ADDITIONAL SCOPE AND PARTICULAR CONDITIONS

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

- (i) Cleaning of the whole premises including toilets and open areas.
- (ii) Wet moping of covered areas.
- (iii) Cleaning of window panes and door panels.
- (iv) Cleaning and dusting of furniture and fittings.
- (v) Vacuum Cleaning of all Carpets, Chairs, Sofas and upholstered furniture.
- (vi) Any other work within the scope of the specialized services.

d.2. HOSTEL ROOMS

The Contractor shall remove trash from dustbins and change the trash liner every morning and evening before closing hours.

The rooms shall be dry dusted and swept after the closing hours.

The rooms shall be mopped with soap solution in the morning.

Rest rooms/toilets shall be cleaned using soap solution and kept odour free using deodorizer.

d.3. OTHER CRITICAL AREAS

All the furniture should be in proper order.

Walls shall be thoroughly cleaned using a specialized soap/disinfectant solution in the morning.

The floor shall be thoroughly mopped with a specialized soap solution.

The entire hostel area shall be scrubbed at least twice in a month.

Vacuum cleaning shall be done on carpets and upholstery.

d.4 GLASS WINDOWS, DOORS & ALUMINIUM PARTITIONS

All glass windows, doors and aluminium partitions should be cleaned with appropriate soap solution on daily basis. Glasses shall be wiped with dry cloth to remove fingerprints at regular intervals.

d.5 GARBAGE DISPOSAL

The Contractor shall collect garbage twice a day in specified bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area as stipulated by the local administration. The Contractor's quoted rates should be inclusive of this item. No extra payment what so ever will be made on this account.

d.6 TERRACE CLEANING

The Contractor shall clean the terrace periodically as per instruction of concerned office in-charge of the area. The Contractor's quoted rates should be inclusive of this item. No extra payment what so ever will be made on this account.

d.7 IMPORTANT

Every care has been taken to cover all important scopes, aspects, areas requiring Housekeeping services, these are, however, not exhaustive and if deemed fit, Institute may add additional scope of work, for which no additional payment whatsoever on any account will be made.

List of Equipment and Tools (minimum required)

Scrubber Driers (walk behind)	2
Single/multi-disc scrubber	4
Wet & Dry Vacuum cleaner	3
Upholstery cleaner (dry vacuum cleaner)	1
High Pressure Jet cleaner with pipes	3
Open area Sweeper	2
Telescopic Glass cleaner	3
Double bucket mop trolley	15
Drainage chock remover	2

List of Cleaning Material and Consumable (As per requirement) that must be available with the contractor

Bamboo sticks 20 ft long
 Mops with Metallic Rods
 Drainage cleaning equipment
 Brooms (Hard and Soft)
 Plastic Mugs
 Buckets

Scrubbers
Carpet Brush
Swiping Brushes (Dry dust control mops)
Cobweb Remover and Wall Cleaners
Toilet Brushes
Dust control refills
Wet Mops
Dustpans
Wet Mops (Round) for bathrooms
Floor Dusters (Steel Wool)
White Dusters
Hand gloves
Wipes
Iron brushes
Yard Brooms
Mop buckets
Yellow Dusters

List of Chemicals

The chemicals used should be eco-friendly. The material should preferably possess ISI mark. The contractor will require to obtain prior sanction of material regarding quality from the concerned officer-in-charge or any other person deputed by the Institute for the purpose. It is compulsory for the contractor to provide Material Safety Data Sheet for each chemical being used by them.

DETAIL SCOPE OF WORK:

The scope of work for housekeeping includes all floor area, all toilets, all building walls including facades, outdoor area excluding gardens and all parking, rooms, halls, conference rooms, common passage, staircases etc. including all out door paved area, all roads, all open plot area, streets & any other area not mentioned herewith, within the Zone B of GUJARAT UNIVERSITY CAMPUS in premises.

GENERAL SCOPE OF WORK TO BE DONE ON DAILY BASIS:

Cleaning, sweeping moping and wiping of floors on daily basis. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting/ cleaning/ moping work before 8.30 AM. Or otherwise as per the time scheduled fixed by the HOD or authority

Cleaning of toilets at least thrice daily (at 8.30 AM, 12:00 Noon & 16:30 PM) with standard quality of phenol and detergent etc. and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Naphthalene balls, air purifier, air freshener to be put in all urinals, wash basins and WC area.

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Flushing system of all toilets are to be checked at regular interval every day.

Collection of waste paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location. Enough capacity and numbers of dustbin are to be provided within the building and outside the building as per the requirements. All dustbin to be provided with black colour plastic bags.

Lifting, carrying and disposing the dead birds animals, rats, insects etc. if found in any building or campus and same shall be disposed outside the university area.

Clearing of any choking's in the drainages, manholes etc. including internal & all outdoor drainage within campus

Removal of beehives and cobwebs/honey webs.

Cleaning and sweeping of open area within the campus including all open plots, streets, roads, paved area except garden.

Cleaning of corridors staircases and common area with phenol in the morning

Cleaning & moping of electrical rooms once in a day during office hours.

Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, fire fighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.

Cleaning of choked in sewer and pumping lines within premises as and when required.

Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building including disposal of the same by collecting and carting in a tractor trolley at a suitable place within the campus or outside area. At least two times a week.

Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.

Cleaning of lift walls with silver/brass liquid cleaner and general cleaning of lift area with Phenol.

Regular maintenance and cleaning of area meeting the prescribed Hygiene standards by using proper material, tools/tackles & equipment's is in the scope of this contract.

Proper regular care for the safe maintenance of fittings, fixtures, T.V. equipment's and furniture will be the sole responsibility of the contractor. Any damage and or loss caused to the above either by the contractor himself or by any of his employees shall be made good by the contractor at his own cost immediately.

The contractor shall maintain the premises in proper and hygienic condition as per the satisfaction of IN-CHARGE.

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The Contractor will be responsible for proper maintenance and safety of all furniture & fixtures, materials, goods, stocks, books, periodicals, vehicles lying in Gujarat University Campus & all Building premises, etc. The cost of missing items / shortages of stocks / materials etc. will be deducted from the monthly payments / any others sum / deposit due to the contractors.

Cleaning of water room, cleaning of basement, daily disposal of accumulated garbage/waste.

Cleaning of all internal those window panel as and when required, cleaning of light fittings, fans, wall fixtures as and when required. Cleaning of stains any kind of wall as and when required.

Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles.

JOBS TO BE CARRIED OUT 2 times in a month

Scheduled deep cleaning at all floors, roof lights & top, sofa & chairs scrubbing, glass cleaning with chemicals etc. Cleaning of all open plot and terminal areas, roads and terrace.

Heavy duty cleaner of reputed make or as Instructed by IN Charge for cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene or any other chemicals, automatic mopper/scrubbing machine to be used at least 2 times in a month.

Cleaning of fabric upholstered sofa sets with vacuum cleaners and leatherette, Upholstered sofa set and chairs with soap solution/ cleaning agent of approved quality.

Washing of roads, paths, foot-paths, walkways etc with High Pressure Jet machine or as per requirement/direction.

Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish

The Contractor will maintain a record of all services and submit.

1. Polishing of brass items with approved brass cleaning material.
2. Dusting of false ceiling etc. with soft broom and cloth.

JOBS TO BE CARRIED OUT ON MONTHLY BASIS

All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.

Total office area floors to be cleaned with floor scrubbing machine, wherever required.

OTHER CLEANING AND MISCELLANEOUS JOBS:

Sweeping and cleaning of areas and roads in front of the entry and exit gates and 50 Meter radius areas in front of buildings/office every day.

Sweeping and cleaning of bi-pole electrical structure area and vehicle parking area once in a week.

Other petty jobs given from time to time on daily basis.

Any other cleaning and other miscellaneous jobs as per directions of from concerned authority from time to time on daily basis.

Cutting and removal of grass or unwanted jungle plants within building premises, as and where required.

Swiping and collecting daily garbage of trees and plants and disposal of the same by tractor trolley at the suitable place as and where required.

Maintenance Work to be covered under the scope:

Within the premises of the hostels and guesthouse area, the contractor shall be responsible for taking up all regular maintenance work including but not limited to:

Water leakages

Drainage leakages

Minor electrical faults

Minor furniture repairs

Minor repairs in doors and windows

The same shall be catered to by the contractors by keeping available one plumber, one electrician and one carpenter on call bases. The labour cost of the repairs shall be borne by the contractor while GU shall reimburse material cost within four weeks of submission of actual invoices of the material used.

SAFETY:

Contractor shall provide all safety appliances like safety belts, safety shoes, Helmets, Goggles, ear muffs, Hand Gloves, uniforms, rain wears etc. to the contractor's personnel working on site.

TRANSPORT

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The contractor will make his own arrangement for the movements of staff, material to carry out purchase, conveyance, repairs and maintenance including convince of dry and wet garbage to dump the same at a suitable place as directed by the university engineer.

STAFF

An experienced, competent and qualified unit supervisor, who shall be responsible and answerable for day to day activities, should head each team.

Qualified and Trained cleaners and utility workers for day-to-day cleaning.

Building / campus wise register for the presence shall be maintain daily which shall be sign by the concern HOD/ Authority. Copy of monthly presence to be submitted with monthly bill.

Ladies sweeper shall be provided to clean the ladies toilet.

The contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers whose credentials have been thoroughly verified, including character and police verification and other formalities and copy of the same shall be submitted to the concerned office/location.

Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the GU officer-in-charge at regular intervals and finally at the end of each month.

The staff deployed shall be trained in House Keeping Services, bear good conduct and shall be physically fit and legally eligible for the job. Health check-up of the staff shall be carried out by the contractor on yearly basis & copy of health check-up certificate shall be handed over to local location head.

The Contractor shall provide summer and winter uniforms, shoe, etc. to his staff engaged for the above services at his own cost and expenses and all the staff will wear the same in clean condition while on duty.

The Contractor shall provide a team of adequate number of personnel. In addition, the Contractor shall be entitled to appoint a supervisor to supervise the SERVICES under this agreement.

EQUIPMENTS/CONSUMABLES:

Equipment / Gadgets required for cleaning and maintaining of the premises shall be in the scope of contractor and shall also be responsible and liable for the maintenance and replacement of the equipment.

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Contractor shall provide all required consumables and associated materials as required to carry out the job. All consumables are in the scope of contractor. MSDS of Hazardous materials shall be submitted to GU and after getting clearance, the same materials shall be disposed as and where directed within GU Premises.

Contractor to ensure availability at his own cost, sufficient quantities of long handled hard brushes, soft brushes, hard brooms, ceiling brooms, floor cleaning mops, liquid cleaning and other items required for effective cleaning. All items should be of standard brand and approved by University authority. Vacuum cleaners are to be deployed as and when required

The contractor will maintain the equipment and other properties of GU in good condition. Damage to any equipment, appliances and other properties both movable and immovable of GU due to negligence, commission/omission of the contractor or his employees or agents shall be brought to the notice of the company for recovery of such damages from the amounts payable to the contractor, including the security deposit.

Proper maintenance of separate log sheets for each building and area shall be maintained and certified by the authority.

The contractor has to provide supervisory and management support by his own staff to get the maximum output from the house keeping force deployed at the Institute. Teaching and training to the housekeeping staff has to be done by the contractor. The man and all materials needed for the management of the house keeping staff will be the responsibility of the contractor. The Institute will only pay the management fee or service charges with regard to manpower cost.

WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area.

The bidder will also ensure segregation of bio degradable and non-bio-degradable garbage. Finally, the bidder will arrange for safe disposal of garbage up to satisfaction of client.

Note:

GU shall have the right from time to time during the course of the work, to instruct in writing to Contractor any alteration, omission, addition or variation in the Scope of Work. The difference in cost due to such variations shall be added to or deducted from the contract price and if in the opinion of the Contractor the variation would prevent it from meeting any of its obligation or guarantees in the contract, it shall immediately intimate the same in writing to GU failing which Contractor shall not be entitled to any modifications in the cost and will be required to carry out such obligation at its own cost.

Accommodation of best practices:

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IMPORTANT: The bidder is instructed to envisage that Gujarat University shall, from time to time improve on the practices used for waste handling on the campus and same must be accepted by the bidder at no additional cost.

The bidder must accommodate for any coordination that is expected from his end for handling of any type of specialized waste such as chemical or biological or any other type of laboratory waste or new waste handling technology that is required in the course of time.

The bidder is also invited to propose additional ideas for recycling, energy generation from waste and waste management that can increase the environment friendliness of the campus.

PERFORMA

The bidder is required to enclose the following documents as a part of his tender:

1. Information regarding Tenderer.
2. Performa for compliance to bid requirement.
3. Performa for letter of authority for attending Tender opening.
4. Performa for letter of authority for Signing and Negotiation.
5. Performa for Performance guarantee.
6. Performa for details of concurrent commitments.
7. Performa for details of Past experience in last 5 Years.
8. Check list.
9. Performa for Submission of Monthly progress bills
10. Format for Invoice Covering Letter
11. Checklist Enclosed with RA Bill.
12. Declaration Form

PERFORMA-1

INFORMATION REGARDING TENDERERS (To be furnished with tender)

1. In case of partnership firm

1.1 Name of partners :

1.2 Whether the partnership
is registered :

1.3 Date of establishment of firm :

1.4 Email Address and contact No. :

1.5 ADDRESS OF BUSINESS

2. In case of Limited Liability Company
or company limited by guarantees

2.1 Amount of paid up capital :

2.2 Name of Directors

2.3 Email Address and contact no. :

2.4 ADDRESS OF BUSINESS :

In Case of Sole Proprietor

Name of sole Proprietor

Date of establishment (with proof)

3.2 Email Address and
contact no. :

ADDRESS OF BUSINESS.

Name, Signature and stamp of Bidder

NOTE: PROOF OF THE DETAIL TO BE SUBMITTED

Registrar

Signature of Bidder

PERFORMA -2COMPLIANCE TO BID REQUIREMENT

To:

THE REGISTRAR, GUJARAT UNIVERSITY

Gujarat University Campus,

Near L D Engineering College,

Navrangpura, Ahmedabad-380009

Sub: COMPLIANCE TO BID REQUIREMENT

Name of Work: Bid

Document No:

We confirmed that our bid complies with the total techno-commercial requirements of bidding documents including Addendums (if any) without any deviation.

Name, Stamp and Signature of Bidder

Registrar

Signature of Bidder

PERFORMA-3

LETTER OF AUTHORITY FOR ATTENDING TENDER OPENING

Ref:

Date:

To,

The Registrar, Gujarat University

Gujarat University Campus,

Near L D Engineering College,

Navrangpura, Ahmedabad-380009

Sub:- _____

Tender No.:- _____

Dear Sir,

Shri _____ has been authorized to be present at the time
Of opening of above tender due on _____ at the above address on my/ our
Behalf.

Yours faithfully,

Signature of Bidder

Copy to: Shri _____ for information and for production before the
Tender opening officers at the time of tenders.

Name, Signature and stamp of Bidder

Registrar

Signature of Bidder

PERFORMA-4

LETTER OF AUTHORITY FOR SIGNING & NEGOTIATIONS

Ref:

Date:

To,

The Registrar, Gujarat University

Gujarat University Campus,

Near L D Engineering College,

Navrangpura, Ahmedabad-380009

Sub: - _____

Tender No.:- _____

Dear Sir,

We _____ of _____ do here by
 _____ Confirm _____ that

_____ (Name & Address) is authorized to represent us to bid, negotiate and conclude the
 Agreement on our behalf with you against tender invitation No. _____

Mentioned above. We confirm that we shall be bound by all and what –so- ever our said agents shall
 commit.

Yours faithfully

Name, Signature and stamp of Bidder

Registrar

Signature of Bidder

PERFORMA -5

PERFORMA FOR PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No.

Dated:

To,

The Registrar, Gujarat University,

Gujarat University Campus,

Near L D Engineering College,

Navrangpura, Ahmedabad-380009

- 1) In consideration of Gujarat University, having its Registered Office at Gujarat University Campus, Near L D Engineering College, Navrangpura, Ahmedabad, Gujarat (State), India (hereinafter referred to as "OWNER" which expression shall unless repugnant to the context or meaning thereof include all its Successors, Administrators or meaning thereof include all its successors, administrators, executors and assignees) having entered into a Contract

No. _____ Dated _____ for
 _____ (Hereinafter called "the Contract"

Which expression shall include all the amendments thereto) with M/s.

_____ (Hereinafter referred to as

"Contractor" which expression shall unless repugnant to the context or meaning thereof mean and include all its Successors, Administrators, Executors and Assignees) and OWNER having agreed that the CONTRACTOR shall furnish to

OWNER a Performance Guarantee for Rs. _____ (Rupees
 _____) for the faithful performance of

The entire Contract.

- 2) We, (Name and full address of the bank with telephone and fax number) registered

Under the laws of _____ (Name of Country), having Head, Registered

Office at _____ (hereinafter referred to as "the Bank"

Which expression shall, unless repugnant to the context or meaning thereof, include all its successors Administrators, Executors and Permitted Assigns) guarantee and undertake to pay immediately on first demand by OWNER in writing, the monies to

Registrar

Signature of Bidder

The extent of Rs _____ (Rupees
 _____ Only) without any demur,

Reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by OWNER on the Bank by serving a written notice shall be conclusive and binding without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, arbitrator or any other authority and/or any other matter or thing whatsoever, or as liability under these presents being absolute and unequivocal.

We agree that the guarantee herein contained shall be irrevocable and unconditional and shall continue to be enforceable until it is discharged by OWNER in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative against the Bank.

- 3) The Bank also agrees that OWNER 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 Contractor and notwithstanding any security or other guarantee that OWNER may have in relation to the Contractor's liabilities. We further agree that multiple and partial drawings under this Guarantee are permitted, subject to the limits of this Guarantee and terms of the Contract.
- 4) The bank further agree that OWNER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractors from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OWNER against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contracts or for any forbearance, act or omission on the part of OWNER or any indulgence by OWNER to the said Contractors or any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.
- 5) The Bank further agree that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and all the dues of OWNER under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till OWNER discharges this guarantee in writing or till
 _____ (Indicate the date of expiry of bank guarantee).

Whichever is earlier.

- 6) This guarantee shall not be discharged by any change in our constitution, in the constitution of OWNER or that of the Contractor.
- 7) The Bank confirms that this guarantee has been issued with observance of appropriate laws of the Country of issue.
- 8) The bank also agrees that this guarantee shall be governed and construed in accordance with India Laws and Subject to exclusive Indian Courts at Ahmedabad, India.
- 9) Notwithstanding anything contained herein above, our liability under this guarantee

Is limited to Rs. _____
 (Rupees _____ Only) and our

Registrar

Signature of Bidder

Guarantee shall remain in force until _____ (indicate the date of Expiry of bank guarantee) with a claim period of 6 months beyond the date of expiry.

We must receive any claim under this guarantee before the expiry of this Bank guarantee. If we have received no such claim by the said date, the rights of OWNER under this guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of OWNER under this guarantee shall be valid and shall not cease until we have satisfied that claim.

Notwithstanding anything contained herein above :

- a. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ Only) ;
- b. This Bank Guarantee shall be valid upto _____ (indicate the date of Expiry of bank guarantee); and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (indicate the date of expiry of bank guarantee plus one month for as claim period).

In witness whereof, the Bank through its authorized officers has set its hand and Stamp on this (indicate the date of bank guarantee).

(SIGNATURE)

Full Name, Designation and Official address (in legible letters) With Bank stamp

Attorney as per Power of Attorney No. Date:

WITNESS NO. 1

(Signature)

Full name and official address

Address

WITNESS NO. 2

(Signature)

Full name and official address

Address

(in legible letters)

Registrar

Signature of Bidder

PERFORMA-6DETAILS OF CONCURRENT COMMITMENTS (To be furnished with tender)

Sr. No	Description of Work	Address of Client and Name & Phone number of Engineer-In -Charge	Contract Value	Scheduled Completion Date	% Completion on Date	Of as	Expected date/Actual date of Completion	Remarks
1								
2								
3								
4								
5								
6								
7								
8								

NOTE:-

1. Certified copy of housekeeping work order to be attached.
2. Give the year wise information in chronology

Name, Signature and stamp of Bidder

Registrar

Signature of Bidder

PERFORMA-7

PAST EXPERIENCE IN LAST 5 YEARS UP To 2018-19

(To be furnished with tender)

Sr. No	Description of Work	Address of Client & Name of	Contract Value	Scheduled Completion Date	Actual Completion Date	Reason for Delay, if any
1						
2						
3						
4						
5						
6						
7						
8						

Note: 1. Certified copy of housekeeping work completion certificate to be attached

2. Give the year wise information in chronology

Name, Signature and stamp of Bidder

Registrar

Signature of Bidder

PERFORMA-8

CHECK LIST FOR TENDER NO.: _____

To be filled by the bidder with proof of related issue and copy of the same to be attached with technical bid and its page no. is to be shown in column no. 5

This portion of the bid document is intended to serve as a checklist to ensure that all information necessary to evaluate your proposal has been included.

Please tick mark /indicate Yes/No or Acceptable/Not Acceptable.

Sr. No	Description	Yes	No	Document Page No.	Remarks if Any
1	2	3	4	5	6
1	Has the bidder quoted for full scope of work as specified in the tender?				
2	Has the bidder furnished the list of equipment that will be used in the performance of the work, along with their make, technical data, catalogue/brochure of the manufacturer, etc.?				
5	Confirm whether the bidder has submitted a Bid Bond				
6	Confirm whether the bidder agrees to furnish a Performance Bank Guarantee				
7	Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Contract except service tax.				
8	Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part.				
9	Has the bidder confirmed the Commencement Date?				

Registrar

Signature of Bidder

10	Confirm acceptance of Insurance liability as per Clause of the tender document.			
11	Confirm acceptance of Force Majeure provision as per mentioned in the draft Contract.			
12	Confirm acceptance of Penalty/compensation provision as per the bid document.			
13	Confirm acceptance provision for Arbitration as per			
14	Confirm acceptance Taxes and Duties provision as per of the bid document?			
15	Has bidder ensured that the all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder?			
16	Has bidder ensured that proof of the signing authority to legally bind the bidder is furnished?			
17	Does the bidder accept bid validity period?			

Name, Signature and stamp of Bidder

PERFORMA –9

Performa for Submission of Monthly progress bills

Contractor's RA bill and invoice in original & duplicate are to be submitted to University Engineer along with necessary documents as detailed in following manner and sequential.

- (i) Covering letter as per Performa No-12 (*In contractor's letter head*).
- (ii) Invoice / Memorandum of payment (*In contractor's letterhead*)
- (iii) Check list duly filled as per Performa -13 and enclosed with Invoices

PERFORMA –10Format for Invoice Covering Letter (On contractor's letterhead)

Ref. No.: Name of Contractor (in short form)/GU/Invoice No. __/Year

Date:

To,
 The Registrar,
 Gujarat University
 Gujarat University Campus,
 Near L D Engineering College,
 Navrangpura, Ahmedabad-380009

Ref.: (a) P.O. No.:.....Date.....

Subject: - Submission of Invoice No. _____

Sir,

Enclosed please find the Invoice No. _____ Against the work done for Turnkey
 Housekeeping services as per the instruction of -in-Charge for the month of _____ for
 Rs. _____

Submitted for your certification and payment release at the earliest.

Regards,

Name of In Charge

Designation

Registrar

Signature of Bidder

Format for Payment of Monthly Progress Bills

(In contractor's letterhead)

Invoice Address	Gujarat University	Customer	Gujarat University
Invoice No.		Date	
GST Registration No.		PAN No.	

	Description of Work as per SCHEDULE-B	Unit Rate	Total Amount
Item No.			
Total			
GST @--			
Gross Total			
Amount In Words (-----)			

For, (Contractor's Name)

Name

Designation

(Rubber stamp / Seal)

PERFORMA -11

Check list for payme	Check Point	Compliance Status
1	PAN/GST No. furnished or not in Invoice	
2	GST registration No & Category of Services furnished in Invoice	
3	Copy of Challan / Receipt of payment of Employees Provident Fund/ESIC for the stipulated term furnished or not?	
4	Copy of Wage Register is furnished or not?	
5	PBG (Performance Bank Guarantee) validity & Status?	
6	Copy of Valid Workman Compensation Policy, Third party Liability Policy	
7	Certificate of respective HOD/Authority for satisfactory work done with copy of attendance register showing the monthly attendance	
8	Copy of challan of labourcess paid to the concern authority	
9	Copy of challan of GST paid to the concern authority	

PERFORMA -12

DECLARATION FORM

(To be submitted duly notarized on Rs 100/-Stamp paper)

I/We hereby declare that I/We have carefully studied the entire tender and condition of the contract, specification & other relevant documents of this work mentioned in the tender and abide by the same. Also I/We hereby and agree to execute the same accordingly.

I/We hereby abide to execute the contract agreement of the condition of the contract, specification & other relevant documents of this work or otherwise I/We will get copy of the same form the office of the tender inviting authority and the same will be acceptable to me /us. I/We hereby accept and confirm that any dispute on this regards shall not be entertained by the tender inviting authority.

I/We hereby confirm that our offer is Un-conditional and without any technical & commercial deviations.

Signature of Contractor
Names

Seal,
Detail address

ANNEXTURE-A

No. of daily personnel and monthly average to be kept compulsorily on respective building/campus

Sr. No.	Details of building/campus	No. of sweeper/worker to be kept for 8 hours duty	Monthly average man days considering 26 working days
1	As per the layout attached, all the buildings and land located in Zone B of the layout	40	1040
2	Total No. of Man Power	40	1040
3	Supervisory staff for the work	02	52
		42	1092

Internal change of man power shall be adjusted as per the requirement of university authority.

PRICE / FINANCIAL BIDPART-IINote: To be submitted online onlyChepter-8PRICE / FINANCIAL BIDPART-IISCHEDULE-BName of Work: Housekeeping Services/ Contract of Gujarat University

ITEM SHOWING THE MEMORANDUM OF WORK TO BE CARRIED OUT

Sr. no	Qty	Description of item	Unit	Rate per month	Amount Per Year
1	2	3	4	5	6= 2x5
1	12	Comprehensive Housekeeping Service work as per scope & Tender clause for the work to be carried out in all the building and total campus (As per Annex- A) of Gujarat university including man power, material, appliances, machinery, and all taxes inclusive of GST.	Per month		
		Total			

(Rupees in Words: as per Column 6: _____)
 _____)

Signature of contractor

I/C Registrar

Registrar

Signature of Bidder