



E -TENDER DOCUMENT
For
Security & house-keeping in SSR Global
Skill Park Bhopal.

Sant Shiromani Ravidas Global Skills Park

DISCLAIMER

All information contained in this bid document provided/clarified is in good interest and faith. Though adequate care has been taken in the preparation of the document. The interested agencies shall satisfy themselves that the document is complete in all respects.

The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required for formulation of proposals.

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SECTION I
Notice Inviting Tender
SSR Global Skills Park
Invitation for Bid (IFB)

SSR Global Skills Park invites bids from qualified, reputed and experienced agencies for **Security & house-keeping in SSR Global Skill Park Bhopal. Tender No SSR GSP/ Tender Housekeeping/2024-25/09**

1. _____ bid document is available on the website of State E-Procurement Portal <https://mptenders.gov.in>. Interested bidders who qualify as per the criteria mentioned in the BID document, may submit their proposals through e- tendering latest by 02/12/2024 on e- Procurement Website <https://mptenders.gov.in>
2. A complete set of bidding documents may be downloaded by any interested bidder from the web site: - <https://mptenders.gov.in>

Schedule

Item	Description
Date of issue of Bid document	14/11/2024, 12:00 PM
Pre-Bid written queries by e-mail/post only.	19/11/2024, 05:00 PM
Pre-Bid Meeting	22/11/2024, 03:00 PM (Meeting Hall SSR GSP)
Pre-Bid Clarification on website/e-Tender only.	25/11/2024
Start date and time for submission of bid	14/11/2024
Last date and time for submission of bid	02/12/2024 Online on https://mptenders.gov.in
Opening of Technical bid online	04/12/2024
Price bid opening date and time	Would be communicated to technically qualified bidders
Cost of bid document (Non-refundable)	Rs 10.000 /- (Non-Refundable) to be Submitted online.
Earnest Money Deposit (EMD)/Bid Security	Rs. 9,00,000 only (Nine lakh only) to be submitted online to Global Skills Park Society. As per the Madhya Pradesh Store Purchase Rules 2015 (as amended in 2022) dated 13th January 2023, clause no. 14.3, the categories of bidders mentioned shall be exempted from furnishing earnest money deposit (EMD). Otherwise, the bidder is required to furnish earnest money deposit (EMD) as per the bid document. The primary service of this bid is Integrated Facility Management Services including Security Services, Firefighting, Plumbing, house-keeping, and other miscellaneous works etc. complete to run the system successfully in SSR Global Skill Park Bhopal
Bid Validity Period	180 days from the date of opening of bid.
EMD Validity Period	90 days from the date of Bid Submission
Performance Guarantee Value	Bank Guarantee of 3 % of contract value submitted by successful bidder before signing of agreement
Performance Guarantee validity period	14 Months beyond the contract agreement
Contract Period	2 Year Extendable for further one Year depend upon Performance

CEO,
Sant Shiromani Ravidas Global Skills Park,
Hazrat Nizamuddin colony Road,
Bhopal,(M.P.) 462022.
Contact:9425357109,
Email:ssrgspd@.gmail.com

3. The bids are to be submitted electronically only on the Portal <https://mptenders.gov.in>.
4. Technical and Price bid will be submitted separately. Technical Bid will be opened first and will be evaluated as per specification and terms & conditions of bid, thereafter; Price Bid will be opened only for those bidders whose bid will be found technically responsive. The date of opening of price bid will be announced later on.
5. Bids will be opened in the presence of Bidder's representatives who choose to attend on the specified date and time.
6. In the event of the date specified for bid receipt and opening being declared as a closed/holiday for purchaser's office, the due date for opening of bid will be the following working day at the appointed times.
7. The bidder has to pay online website registration fee 500+ 18% GST and processing fees 295 inclusive of GST, along with the cost of bidding document Rs. 1000(non-Refundable).

Sant Shiromani Ravidas Global Skills Park

SECTION II
INSTRUCTIONS TO BIDDER
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SECTION II
INSTRUCTIONS TO BIDDER (ITB)
A. Introduction and scope of work

1. Site Visit and examination of works

The bidder is advised to visit and inspect the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the work. All costs in this respect shall have to be borne by the bidder. Submission of the tender means the contractor has visited the site and have gathered all information related to the contract.

2. Eligible Bidders

Bidders should not be associated, or should not have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting service for the preparation of the design, specifications and other documents to be used for the procurement of the Services to the purchaser under this Invitation of Bids. Only the housekeeping and security services provider agency shall participate in the bid.

3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Hereinafter referred to as "SSR Global Skills Park". Will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

4. Contents of Bidding Documents

4.1 The Services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Invitation for Bids (IFB); - (Section I)
- (b) Instructions to Bidders (ITB); - (Section II)
- (c) General Conditions of Contract (GCC); - (Section III)
- (d) Special Conditions of Contract (SCC); - (Section IV)
- (e) Scope of Work Requirements and Deliverable; - (Section V)
- (f) Format of Bidders Authorization letter; - (Section VI)
- (g) Technical bid document check list; - (Section VII)
- (h) Bid Form; - (Section VIII)
- (i) Request for Clarification of bid document; - (Section IX)
- (j) Price Schedule; - (Section X)
- (k) Bid Security Form; - (Section XI)
- (l) Contract Form; - (Section XII)
- (m) Performance Security Form; - (Section XIII)
- (n) Not Required; - (Section XIV)
- (o) Format for Qualification Application - (Section XV)
- (p) Self-Declaration of Non-Blacklisting - (Section XVI)
- (q) Technical Bid Covering Letter - (Section XVII)

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5. Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by mail at the Purchaser's mailing address indicated in the invitation for Bids in the formats given at section IX. The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser.

5.2 **Pre-Bid meeting** shall be called on date and time indicated in the bid; the interested bidder may attend the meeting. Bidders are advised to seek clarification on such bid terms if any, during the pre-bid meeting or may seek clarification in writing in pre bid clarification response.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

6.2 The prospective bidders who have registered in the site will be notified of the amendment through Mail, and will be binding on them.

6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

7. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be in written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bids, the translation shall govern.

8. Documents Comprising the Bid

The bid prepared by the Bidder shall comprise of the following components:

- a. A Bid Form and Price Schedule completed in accordance with ITB Clause 09, 10 and 11;
- b. Documentary evidence established in accordance with section XV that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- c. Documentary evidence established in accordance with ITB Clause 12 that the Services and ancillary Services to be supplied by the Bidder are eligible Services and conform to the Bidding Documents; and
- d. Bid Security furnished in accordance with ITB Clause 13.

9. Bid Form

The Bidder shall complete the Bid Form Section VIII and the appropriate Price Schedule furnished in the Bidding Documents indicating for the Services and Services to be supplied.

10. Bid Prices

- 10.1 The Bidder shall indicate on the appropriate Price Schedule, in financial bid for Housekeeping and Security services under the Contract.
- 10.2 The Bidder's separation of the price components in accordance price schedules section X will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.
- 10.3 **Validity of Price:** Prices quoted by the Bidder shall be fixed for two years and thereafter may be extended for further period on mutual consent/ agreement subject to satisfactory performance.
- 10.4 A bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected.

11. Bid Currencies

Prices shall be quoted in Indian Rupees.

12. Documents Establishing Bidder's Eligibility and Qualifications

- 12.1 The bidders shall furnish as a part of its bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted, only eligible bid shall be considered for Evaluation.
- 12.2 The bidder shall have financial, technical and service capability to perform the contract and meet the Criteria outline in qualification criteria as below: -
 - (I) Signed and scanned photocopy of valid Registration/Incorporation Certificate of the Firm. The firm / agency must have experienced of 05 (five) years in housekeeping and security services in Central/State PSU/ Reputed Organization.
 - (II) Signed and scanned copy of SGST/CGST Registration Certificate in the name of agency/ firm.
 - (III) Signed and scanned copy of PAN Card of the firm/agency.
 - (IV) Signed and scanned copies of Average Annual Turnover of last 3 financial years from 2021-22, 2022-23 and 2023-2024 The bidders should have an average Annual Turnover of Rs 50 Cr or more in the field of providing Cleaning, Sanitation, housekeeping and security services. duly certified by the Chartered Accountant.
 - (V) Signed and scanned copy of ESIC registration certificate (ESIC Challan) under the Employees State Insurance Act.
 - (VI) Signed and scanned copy of EPFO registration certificate (EPF Challan) under the Employees Provident Fund Organization.
 - (VII) Signed and scanned copy of valid ISO 9001 Certificate for Mechanized and Automated Cleaning, Housekeeping & Allied Services and security services.
 - (VIII) Quality Certificates OHAS 45001:2018- Quality Standard Certificate for Health and Safety.
 - (IX) Scanned copy of Registration Certificate of Private Security Agency

Regulation Act (PSARA) 2005.

(X) Experience: The bidders must have successfully executed/completed similar services over last three years from 2021-22, 2022-23 and 2023-2024 and are to be attached

a. **3 works order of a value Rs. 1.5 Cr. each minimum**

or

b. **2 works order of a value Rs. 2.5 Cr. each minimum**

or

c. **1 work order of a value Rs.5 Cr. minimum.**

(XI) The Bidder should furnish the information and document in desired in format, given under ITB Clause 24.4

(XII) Check list of technical bid section – VII.

13. Bid Security

13.1 The Bidder shall furnish, as part of its bid, a bid security as per given in IFB. No concession/exemption shall be allowed.

13.2 The bid security is required to protect the purchaser against risk of Bidder's conduct which would warrant the security's forfeiture.

13.3 The bid security shall be in Indian Rupees and shall be in one of the following forms: -

(a) A bank guarantee issued by a nationalized bank in the form provided in the Bidding Documents and valid for 45 (forty-five) days beyond the validity of the bid:

13.4 Any bid not secured in accordance with ITB Clauses 13 above will be rejected by the Purchaser as non-responsive.

13.5 Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser pursuant to ITB Clause 14.

13.6 The successful Bidder's bid security will be discharged upon the Bidders signing the Contract, pursuant to ITB Clause 30 and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The bid security may be forfeited:

(a) If a bidder:

(i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form: or

(b) In case of a successful Bidder, if the Bidder fails:

(i) To sign the Contract in accordance with ITB Clause 30 or

(ii) To furnish performance security in accordance with ITB Clause 31.

(c) Bidder does not respond to requests for clarification of its proposal.

(d) Bidder is found to canvass, influence or attempt to influence in any manner the qualification or Selection process, including without limitation, by offering bribes or other illegal gratification.

(e) Bidder submitted false or misleading documents/credentials for the purpose getting unethical Advantage in evaluation process.

14. Period of Validity of Bids

14.1 Bids shall remain valid for 180 (**One hundred Eighty**) days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an

extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

14.3 No Bid may be withdrawn in the interval between the deadline for the submission of Bids and expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidders forfeiture of its bid security pursuant to ITB Sub-clause 13.7

D. Submission of Bids

15. Technical Bid

The bidder shall furnish the following documents compulsorily on e-portal

<https://mptender.gov.in>.

- (a) Technical bid covering letter section XVIII.
- (b) Bid Security as per IFB in Bid security form Section XI
- (c) All the requirements along with documents stated in ITB clause 12
- (d) Bid form as per section VIII duly sealed and signed by the bidder.
- (e) Bidders' authorization letter Section VI.
- (f) Check list of technical bid Section VII.
- (g) Qualification application XV
- (h) Self-declaration of Non-Blacklisting Section XVI.

16. Price Bid

16.1 The bidder should furnish the followings:

- (i) The Price quoted by the bidder (Perfoma given in Section X) should be as per given Scope of work and schedule of requirement in BID DOCUMENT. The bidder is not permitted to change / alter specification.
- (ii) The price quoted shall be including all charges and Taxes, but exclusive of GST which will be extra.
- (iii) **Fixed Price:** - The price quoted by the bidder shall be fixed for two years.

16.2 QUOTING Of RATES/ Price Bids:

(I) The agency shall be in obligation to pay the wages to its deployed personnel not less than the minimum wages to the skilled/semi-skilled and unskilled personnel (as per the classification equivalent to the monthly / daily wages determined by the Commissioner Labour, / Collector Rate, Govt. of Madhya Pradesh. In this connection, the orders issued by GoMP revising the wages from time to time shall be binding on the agency. The agency shall also discharge its liability in respect of Employees Provident Fund, Employees State Insurance (E.S.I.) in respect of each of the workman deployed to Sant Shiromani Ravidas Global Skills Park. Besides these liabilities, the agency shall also have to bear personal insurance, liabilities to pay bonus and any other liabilities as per existing labour Act as amendable from time to time. It is also the responsibility of the agency to provide weekly-off to the workman as per the prevailing laws and provide a substitute to Sant Shiromani Ravidas Global Skills Park on such weekly off. Taking these liabilities into account the agency shall quote the consolidated rates comprising the following:

- (a) In case of item where Lump sum rates are invited the rates should be inclusive all except GST.
- (b) The other derived statutory obligations like wage revision by Govt. of Madhya Pradesh will be reimbursable on submission of the Evidence. The rate quoted should be inclusive of Income tax, Employer EPF

contribution, ESI contribution etc., GIS, Bonus, uniform, leave salary and all other applicable taxes but excluding GST which will be paid by the department on payment of bills as per prevailing applicable rate of GST. The agency charges shall be quoted in percentage.

- (c) **The bidder who will quote less than 7 % agency charges shall be rejected.**
- (d) **All the column of price should be filled. If any column left/quoted zero/nil/blank, the bid shall be rejected.**

17. Deadline for Submission of Bids

- 17.1 Bids will not be accepted after the time and date specified in the IFB (Section I).
- 17.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 06, in which case all right and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Submission of Sample

Not applicable

19. Late Bids

No Bid shall be considered after the last date and time of submission of bid.

20. Modification and Withdrawal of Bids

The Bidder may modify or withdraw their bid before Last Date and time of submission of bids.

E. Bid Opening and Evaluation of Bids

21. Opening of Bids by the Purchaser

Opening of **Technical Bid** of the tender:

- 21.1 All bidders are entitled to be present if they choose to attend at the date and time for opening of Technical Bid.
- 21.2 The Bidders representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- 21.3 The Bidders' names, presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening of Technical Bid. No bid shall be rejected at bid opening.

22. Clarification of Bids:

During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

23. Preliminary Examination

- 23.1 First the technical evaluation will be carried out, and thereafter price bid of successful bidder will be open latter, on announced date.
- 23.2 Preliminary examination shall involve assessment of submitted documents to determine whether the bidder meets the eligibility criteria, completeness of the bid, whether the documents have been properly signed by the authorized signatory and whether the bids are generally in order.

- 23.3 Sant Shiromani Ravidas Global Skills Park reserves the right to seek information/clarifications from the bidders. Any bids found to be non-responsive for any reason or not meeting the minimum levels of eligibility criteria specified in the various sections of the bid Document shall be rejected and not included for further consideration.
- 23.4 Bid Evaluation Committee may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 23.5 Prior to the detailed evaluation, the Evaluation Committee will determine the substantial responsiveness of each Bid to the bidding documents. For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the bid documents without material deviations.
- 23.6 If the Evaluation Committee determines that a Bid is materially deviating from the prescribed terms and conditions, then the matter may be referred at higher level to decide whether the deviations of the Bid are material or not. Decision of the Evaluation Committee regarding this shall be final and binding.
- 23.7 The Committee's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence. If there is any difference in interpretation of BID Terms, Bid Evaluation Committee's interpretation will be final and applied on all the bids.

24 Evaluation and Comparison of Bids

A. Technical Bid Evaluation

The purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23.

- 24.1 The committee will evaluate technical bid as per qualification and evaluation parameter/criteria given below.
- 24.2 The committee may seek further clarification, if required, from the bidders for the Purpose of technical evaluation.
- 24.3 If a Technical Bid is determined as not substantially responsive. The <<SSR Global Skills Park>> will reject it and in such a case Financial Bid will not be opened.

**24.4 Bids received shall be assigned scores based on the parameters defined below:
Evaluation Criteria**

S. No	Parameters	Score
1	Average Annual Turnover of three years.	20
	Range (a) A Cr \leq B Cr (b) > B Cr \leq C Cr (c) > C Cr	10 15 20
2	Housekeeping and security services work order in Past 3 years (Govt / PSU).	20
	Value of order (a) A lacs \leq B lacs (b) >B lacs \leq C lacs (c) >C lacs	10 15 20
3	Manpower with agency (No. of manpower in latest month's ESIC/ EPFO Challan)	20
	(a) $200 \leq 300$ Number (b) $300 \leq 400$ Number (c) >400 Number	10 15 20
4	Providing Services to Govt./PSU (State / Center)	10
	Number (a) $02 \leq 03$ (b) $>03 \leq 05$ (c) >05	05 07 10
5	Membership / Certification work	20
	(a) ISO 9001 Certificate for Housekeeping/ Security (b) Quality Certificates OHAS 45001:2018- Quality Standard Certificate for Health and Safety.	10 10
6	The firm/agency must be in operation for 5 years.	10
	Years (a) $05 \leq 07$ (b) $>07 \leq 10$ (c) >10	5 8 10

Financial Bid Evaluation

The financial bids shall be opened in the presence of representatives of technically eligible Bidders, who choose to attend. Bidders who were found eligible on satisfying the criteria for technical evaluation can only be invited to be present at the date and time for opening of Price Bid of the tender.

The purchaser will evaluate and compare the price bids previously determined to be substantially responsive, pursuant to Clause 23. The financial Bid of those Bidders who have been found to be technically eligible and score at least 60% will be opened. The financial bids of ineligible bidders shall not be opened.

(I) Evaluation and Comparison of Bids Quality and cost-based selection (QCBS) 70% weightage will be awarded for Technical Evaluation and 30% weightage will be awarded for Financial Evaluation

Technically Bid will be assigned a technical score (Ts) out of a maximum of 100 points, as per the scoring model provided in the ITB 24 A.

(II) Financial Evaluation criteria –

The individual Bidder's financial scores are normalized as per the formula below:

- Fn= $F_{min}/F_b \times 100$ (rounded off to 2 decimal places), where,
- Fn= Normalized financial score for the Bidder under consideration
- Fb = Absolute financial quote for the Bidder under consideration
- Fmin= Minimum absolute financial quote
- Composite Score (S) = $T_s \times 0.7 + F_n \times 0.3$

The Bidder with highest composite score(s) would be awarded the contract. The bids shall be determined excluding GST

F. AWARD OF CONTRACT

25. Post qualification

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 12**.

25.2 The determination will take into account the Bidder's financial, technical, and capability. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. Pursuant to ITB Clause 12 as well has ranked / scored highest as per QCBS Formula ITB Clause 24 B (III).

25.3 An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid in which event the Purchaser will proceed to the next bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

26. Award Criteria

Subject to ITB Clause 25, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has got highest rank/ score as per QCBS. If the two or more bidders have quoted the same rate of services charges, the contract shall be awarded to bidder having the highest turnover (As per Income Tax Return).

27. Purchaser's right to vary the Quantum of Services

The Purchaser reserves the right to increase or decrease quantum of Services and Services originally specified in the Schedule of Requirements without any change in price, terms and conditions.

28. Purchaser's right to accept any Bid and to reject any or all Bids

The Purchaser 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 any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

29. Notification of Award

29.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by mail, to be confirmed in writing by speed post, that its bid has been accepted.

29.2 The notification of award will constitute the formation of the Contract section XII.

29.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 31, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 13.

30. Signing of Contract

- 30.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 30.2 Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

- 31.1 Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Clause 06 of General Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or in another form acceptable to the Purchaser.
- 31.2 Failure of the successful Bidder to comply with the requirement of ITB 30 and ITB 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

32. Corrupt or Fraudulent Practices

- 32.1 For the purposes of this provision, the terms set forth as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract executions, and
 - (ii) "Fraudulent practice" means a mis-presentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
 - (iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
 - (iv) will declare a firm ineligible, either in indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, a contract.
- 32.2 Furthermore, Bidders shall be aware of the provision stated in sub clause ITB 06 and 05 of the General Conditions of contract.

33. Fall Clause

If at any time during the execution and currency of this Rate Contract, the Second Party (bidder) reduces the Services price or offers to provide such Services, are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department/ PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party (Purchaser) , and the necessary difference amount about such reduction or price or offer the price to the purchaser (First Party) and the price payable under the contract for the Services provided after the date of coming into force of such reduction of price shall stand correspondingly reduced and deposited to First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to the Government.

34. Confirmation

The bidder shall ensure that the rates quoted by him in the bid are the lowest one and not quoted less prices than this to any government, state, central/other institution of India.

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GENERAL CONDITIONS OF CONTRACT
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Section - III

General Conditions of Contract

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Purchaser and the Service provider, recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The price" means the price payable to the Service provider for the full and proper performance of its contractual obligations.
- c. "Services" means Housekeeping and Security Services provided to purchaser under the contract.
- d. "GCC" means the General Conditions of Contract contained in this section.
- e. "SCC" means the Special Conditions of Contract.
- f. "The Purchaser" means the Organization obtaining the audit Services as named in SCC.
- g. "The Service provider" means the individual firm bidder supplying, giving the Services under this Contract.
- h. "Services" means services ancillary to testing services, such as transportation insurance, installation, commissioning, and provision of technical assistance, training and other obligations of the Supplier covered under the Contract.
- i. "Day" means calendar day.
- j. "Solution" means study, plan, and design, develop, customize, and implement the Agreed framework
- k. "Successful Bidder" means the bidder who has submitted most responsive highest score evaluated bid (QCBS).
- l. Department means Department of Technical Education Skill Development & Employment GoMP
- m. Deliverables" means the report, format and Services agreed to be delivered by the Successful Bidder in pursuance of the agreement as defined more elaborately in Scope of Work and Schedule of requirement
- n. "State Government" means the Government of Madhya Pradesh.
- o. Bid Document, means document issued to bidder for soliciting their offer
- p. IFB means Invitation for Bid

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Services provided under this Contract shall conform to the scheduled of requirement and standards mentioned in the Section V, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Services country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

The Service provider shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the Service provider in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5. Patent Rights

The Service provider shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Services or any part thereof in India.

6. Performance Security

- 6.1 Within 15 days of the Purchaser's receipt of notification of award, the Service provider shall furnish performance security in the amount specified in SCC.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - (a) A Bank Guarantee issued by a nationalized bank in the form provided in the bidding documents section - XIII or another form acceptable to the Purchaser, or
- 6.4 The performance security will be discharged and returned to the Service provider not later than 60 days following the date of completion of the Service provider's performance obligations, including any warranty obligations.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and / or test the Services to confirm their conformity to the contract. The special Conditions of Contract and/or the Technical Specification- scope of work shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Service provider in writing of the identity of any representatives retained for these purposes.
- 7.2 The inspections and test may be conducted on the premises of the Service provider or its subcontractors(s), at point of delivery and/or at the Services final destination. Where conducted on the premises of the Service provider or its subcontractor(s), all reasonable facilities and assistance-including access to drawings and production data-shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 (i)The Service providers shall notify the Purchaser or its representative at least 10 days prior to the time when Services are available for inspection. The Services shall not be shipped unless a satisfactory inspection and quality assurance report is obtained.

- (ii) The Service provider will provide to the Purchaser or its representative all reasonable facilities for the conduct of such inspections and tests at no additional cost to the Purchaser.
- (iii) The cost of quality assurance testing in India will be borne by the Service provider. If the Services fail the test, the purchaser shall inform the Service provider of the results in writing and the Purchaser reserves the right to forward samples to a mutually acceptable independent laboratory for testing, the cost of which shall be borne by the Service provider.

7.4 (i) Should any inspected or tested Services fail to conform to the specifications, the Purchaser may reject them and the Service provider shall either replace the rejected Services or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

(ii) Nothing in Clause 7 shall in any way release the Service provider from any warranty or other obligations under this Contract.

8. Packing

Not Applicable

9. Insurance

As per SCC Clause 23.1

10. Warranty

- 10.1 The Service provider warrants that the Services under this Contract are best and most recent or current models and incorporate all recent improvements. The period of warranty shall be specified in the SCC.
- 10.2 The Purchaser shall promptly notify the Service provider in writing of any claims arising under this warranty
- 10.3 Upon receipt of such notice, the Service provider shall, with all reasonable speed, repair or replace the defective Services without cost to the Purchaser. The Service provider will be entitled to remove, at his own risk and cost the defective Services once the replacement Services have been delivered.
- 10.4 If the Service provider, having been notified, fails to remedy the defect(s) within seven days, the Purchaser may proceed to take such remedial actions as may be necessary, at the Service provider's risk and expense and without prejudice to any other rights which the Purchaser may have against the Service provider under the Contract.

11. Payment

- 11.1 The method and conditions of payment to be made to the Service provider shall be specified in the SCC.
- 11.2 The Service provider's request(s) for payment shall be made to the Purchaser in writing accomplished by an invoice describing, as appropriate, service performed, and by documents, upon fulfilment of other obligations stipulated in the contract.
- 11.3 Payments shall be made promptly by the Purchaser but in no case later than Thirty (45) days of submission of the bills with acknowledgement by the Service provider.
- 11.4 Payment shall be made in Indian Rupees.

12. Prices

Prices charged by the Service provider for Services performed under the Contract shall not vary from the prices quoted by the Service provider in its bid.

13. Change Orders

- 13.1 The Purchaser may at any time, by written order given to the Service provider make changes within the general scope of the Contract in any one or more of the following:
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required, for the Service provider's performance of any provision under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule or both and the Contract shall accordingly be amended.
- 13.3 Subject to GCC Clause 13, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

14. Assignment

The Service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

15. Subcontracts

Not Allowed

16. Delays in the Service provider's Performance

- 16.1 Delivery of the Services and performance of the Services shall be made by the Service provider in accordance with the time schedule specified by the Purchaser in the purchase order. If at any time during performance of the Contract, the Service provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Services and performance of the Service, the Service provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service provider's notice the purchaser shall evaluate the situation and may at its discretion extend the Service provider's time for performance.
- 16.2 Except as provided under GCC Clause 19, a delay by the Service provider in the performance of its delivery obligations shall render the Service provider liable to the imposition of liquidated damages pursuant to GCC Clause 17, unless an extension of time is agreed upon pursuant to GCC Clause 16 without the application of liquidated damages.

17. Liquidated Damages

Subject to GCC Clause 19, if the Service provider fails to deliver any or all of the Services or to perform the Services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Services or unperformed Services penalty and its deduction is specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 18.

18. Termination for Default

18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part.

- (a) If the Service provider fails to deliver any or all of the Services within period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 16; or
- (b) If the Service provider fails to perform any other obligation(s) under the Contract, the Service provider may Black list / debar for 3 years.
- (c) If the Service provider, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause:

"Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent Practice" means a mis-presentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

18.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 18, the Purchaser may procure upon such terms and in such a manner as it deems appropriate Services or Services similar to those undelivered, and the Service provider shall be liable to the Purchaser for any excess costs for such similar Services. However, the Service provider shall continue the performance of the Contract to the extent not terminated.

19. Force Majeure

19.1 Notwithstanding the provision of GCC Clause 16, 17, 18 the Service provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes

19.3 If a Force Majeure situation arises, the Service provider shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing the Service provider continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

20. Termination for Insolvency

The Purchaser may at any time terminate the contract by giving written notice to the Service provider, if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

21. Termination for Convenience

- 21.1 The Purchaser, by written notice sent to the Service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Service provider under the contract is terminated, and the date upon which such termination become effective.
- 21.2 The Services that are complete and ready for shipment within 30 days after the Service provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect.
 - a. To have any portion completed and delivered at the Contract terms and prices; and /or
 - b. To cancel the remainder and pay to the Service provider an agreed amount for partially completed Services and for materials and parts previously procured by the Service provider.

22. Settlement of Disputes

- 22.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Service provider in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 22.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 22.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the contract.
- 22.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.
- 22.5 Notwithstanding any reference to arbitration herein:
 - a. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree: and
 - b. The Purchaser shall pay the Service provider any money due the Service provider.

23. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 5,

- (a) The Service provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential clause or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service providers to pay liquidated damages to the purchaser; and
- (b) The aggregate liability of the Service provider to the purchaser, whether under the contract, into or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

24. Governing Language

The contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

25. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

26. Notices

- 26.1 Any notices given by one party to the other pursuant to this Contract shall be sent to other party in writing or by mail and confirmed in writing to the other Party's address specified in SCC.
- 26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

27. Taxes and Duties

Service providers shall be entirely responsible for all taxes; duties license fees, octroi, road permits, etc. incurred until delivery of the contracted Services to the Purchaser Including GST.

SECTION IV
SPECIAL CONDITIONS OF CONTRACT
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SECTION IV **Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1(f) The Purchaser means Sant Shiromani Ravidas Global Skills Park

GCC 1.1 (g) The Service provider means the bidder who will supply/ provide service as per scope of work, schedule of requirement and deliverable in the bid document.

GCC 1.1(c) The services mean items mentioned in scope of work, schedule of requirement and deliverables given in ITB and section V.

2. Performance Security (GCC Clause 6)

- 2.1 Within 15 days after the Service provider's receipt of Notification of Award, the Service provider shall furnish performance security to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations. Crossed demand draft drawn in favour of Sant Shiromani Ravidas Global Skills Park or irrecoverable bank guarantee given in Performa XIII.
- 2.2 In the event of any contract amendment, the Service provider shall, within 07 days of receipt of such amendment furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for further period of 60 days thereafter.

3. Delivery and Documents

Upon delivery of the Services. The Service provider shall notify the purchaser by e-mail /telephone the full details of the including contract number; name of the Service provider shall mail the following documents to the purchaser:

- (I) Acknowledgement of receipt of Services from the consignee(s);
- (II) Service provider's warranty certificate; if any
- (III) Certificate issued by the nominated inspection agency; if any

4. Insurance (GCC Clause 9)

Not Applicable

5. Payment (GCC Clause 11) and INVOICING

- 5.1 The agency will send a photo copy of the EPF, ESI contributions in respect of each employee every month and other mandatory submissions of information as and when required (monthly/ half yearly etc).
- 5.2 No interest, claim or penalty etc. would be payable by Sant Shiromani Ravidas Global Skills Park in case of any delay in payment beyond stipulated time.
- 5.3 The agency shall invoice Sant Shiromani Ravidas Global Skills Park for the Charges as laid out in the Letter of award (LoA) /work order which shall be issued to the successful bidder firm.
- 5.4 The total fees payable for the assignment shall as per the tender document and as per actual deployment of manpower (category wise).

5.5 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Vendor to Sant Shiromani Ravidas Global Skills Park this may be deducted from any sum then due, or which at any time may become due, to the Vendor under this Agreement.

6. Sub-contracts (GCC Clause 15)

Not Applicable

7. Liquidated Damages (GCC Clause 17)

For delays: Substitute GCC clause 17 by the following: -

Subject to GCC Clause 19, if the Service provider fails to perform any or all of the Services within the time period(s) specified in the contract. The purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.5% of the contract price of the delayed Services for each week of delay or part thereof until actual delivery/performance up to a maximum deduction of 10 percent of the delayed Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

8. Settlement of Disputes (GCC Clause 22)

8.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 22 shall be as follows: -

- (a) In case of Dispute or difference arising between the Purchaser and a Service provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, if dispute or differences is not resolved by mutual consultation.
- (b) Arbitration proceedings shall be held at Bhopal and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) Sant Shiromani Ravidas Global Skills Park shall be the sole arbitrator in any dispute arising out of this tender.

8.2 The venue of arbitration shall be at Bhopal.

8.3 The jurisdiction of the court shall be at Bhopal.

9. Notices (GCC Clause 26)

For the purpose of all notices, the following shall be the address of the Purchaser and Service provider.

Purchaser: Sant Shiromani Ravidas Global Skills Park

Bidder/ Service provider: (To be filled at the time of Contract Signature)

.....

mail, letter etc.

9.1 Notice period is 30 days by mail, letter etc.

10. Warranty & Guarantee

GCC clause 10 the bidder shall ensure full Warranty & Guarantee of the services during the contract period.

11. Risk Purchase

If the bidder fails to provide Services as per the ordered or if he fails to rectify the Services within the stipulated time to the purchaser, the purchaser reserves the right to procure the same at the bidder's risk and cost from others.

12. Uniforms and other supplies

The bidder shall provide uniform and name card for all its workers. The cost of uniform and other items required for due fulfillment of duties shall be borne by the bidder. The purchaser shall not pay any extra charges to the Agency against these items which are required for performing proper & efficient working.

13. Advances

No request for making advance payment on any ground shall be entertained.

14. Claim for Damage & Loss

Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract. The Purchaser shall not be liable and responsible for any damage/loss of any nature and magnitude caused to the Agency or its employee in the performance of the duty under this contract.

15. Information, Data and Site visit

Various information given in this document only provides an idea of the type and scope of the work to be performed by the Agency. It shall be the responsibility of the Agency to fully acquaint itself with the nature of work by self or by authorized representative either by making visit to place of work or any other method it may deem fit, which are relevant to the contract before quoting the tender.

16. Protection of Properties, Premises and Adjoining Premises

- a. The personnel deployed by the Agency shall protect the materials, furniture, machinery, equipment, appliances, structures and all other things and materials in the place of work and adjoining area belonging to Sant Shiromani Ravidas Global Skills Park, during the course of performing their duties.
- b. The personnel deployed shall maintain the decorum and obey the instructions of the officer of Sant Shiromani Ravidas Global Skills Park, for that particular work and place of duty. He must follow the procedures of duty performance as set by the officer in-charge of SSR Global Skills Park

17. ACCIDENTS

It shall be the Agency's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract. He shall indemnify the << >>BHOPAL against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract and also under the provision of the Workmen Compensation Act, 1923.

In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of Sant Shiromani Ravidas Global Skills Park BHOPAL shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of Sant Shiromani Ravidas Global Skills Park BHOPAL shall be final regarding all matters arising under this clause.

18. REMOVAL OF AGENCY'S PERSONNEL

The personnel being deployed shall ordinarily be continued and would not be changed without written intimation and consultation of Officer-in-charge/ Section-in-charge of Sant Shiromani Ravidas Global Skills Park BHOPAL. If agency at its initiative replaces the personnel without approval of Sant Shiromani Ravidas Global Skills Park BHOPAL, then a penalty of Rs. 200/- per day per personnel shall be charged to the agency.

Upon the written directions of the Officer-in-charge/Section-in-Charge, the Agency shall immediately remove from the works any person or persons deployed thereon, who may in the opinion of the Officer-in-charge/Section-in-Charge be incompetent or responsible for misconduct. Such persons shall not be employed again on the works without the written permission of the Officer-in-charge, or such other officer so authorized for such purpose.

19. OFFICER IN CHARGE FOR DECISION

The purchaser shall appoint officer in charge for overall supervision and direction in respect of security and housekeeping It shall be accepted as an inseparable part of the contract that in matters regarding competency, efficiency, conduct and behavior, the decision of the Sant Shiromani Ravidas Global Skills Park, Bhopal M.P. shall be final and binding on the Agency in all such matters.

20. Recovery for Theft and Damages

- (a) In case it is found that any theft or damage has occurred to the property or premises of the Sant Shiromani Ravidas Global Skills Park BHOPAL due to negligence of personnel in performing his/ her duty and /or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by Sant Shiromani Ravidas Global Skills Park BHOPAL shall be recovered from the Agency's monthly bill or from his security deposit.
- (b) The Agency shall be fully responsible to deal with all kind of suits/claims/penalty etc. from any person organization or authority etc. In case Sant Shiromani Ravidas Global Skills Park BHOPAL is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the agency and/or from the security deposit held by Sant Shiromani Ravidas Global Skills Park BHOPAL.
- (c) The skilled, semiskilled and/or unskilled persons supplied by the agency shall be of sound physical & mental health and should not be under the influence of any drug or liquor during duty and have full knowledge & experience to competently complete the job assigned to them. In case it is found that any loss has occurred to Sant Shiromani Ravidas Global Skills Park BHOPAL property/ interest due to deployment of inexperienced personnel or not possessing proper skill etc., the same shall have to be replaced by the Agency without any extra cost to the Sant Shiromani Ravidas Global Skills Park BHOPAL.
- (d) In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for Sant Shiromani Ravidas Global Skills Park BHOPAL it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging cost to the Sant Shiromani Ravidas Global Skills Park BHOPAL. An undertaking should be given by Agency in this regard is a prerequisite of this tender.
- (e) HOD, Sant Shiromani Ravidas Global Skills Park BHOPAL shall be deemed to be indemnified by the agency for lapses or other mischievous etc by its personnel.

21. RATE ADJUSTMENT

Sant Shiromani Ravidas Global Skills Park BHOPAL shall reimburse the Agency to the extent of the net amount increased due to the upward revisions in minimum wages as per Labour Commissioner of M.P.(ITB Clause 16.2) above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only, but no other payment on any ground will be admissible to the Agency except GST which will be made to the Firm at the prevailing applicable rate of GST at the time of making payment and any excess/less payment made for GST will be adjusted as per applicable rules.

22. COMPLIANCE OF LABOUR LAWS AND OTHER LABOUR RELATED MATTERS

- (i) The Agency shall at their own cost comply with the provisions of labour laws, other relevant rules & orders and notification from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to Sant Shiromani Ravidas Global Skills Park BHOPAL, whatsoever it may be.
- (ii) The Agency shall provide and be responsible for payment of wages, salaries, bonus, social charges, insurance, food, accommodation, transport, medical and canteen facilities and other statutory privileges and facilities as applicable to its personnel as per relevant & applicable law/rules/regulations and orders of the Central Government/State Government/local authorities or other authorities as are in force from to time.
- (iii) All personnel engaged under this contract by the Agency shall be employees of Agency. Sant Shiromani Ravidas Global Skills Park BHOPAL shall not have any liability/ responsibility to absorb the persons engaged by the Agency and/or extend any type of recommendation etc. for obtaining any job in Sant Shiromani Ravidas Global Skills Park BHOPAL or elsewhere.
- (iv) The Agency shall at the time of execution of the contract have PF code Number obtained from authorities concerned under the Employee's Provident Fund and Miscellaneous Provisions Act-1952 and remit Contributions in respect of the employees employed by him to the PF office concerned every month and obtain the same within a month after the agreement for the concerned employees.
- (v) The Agency shall maintain all records/registers as required to be maintained by him under various labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of Sant Shiromani Ravidas Global Skills Park BHOPAL as and when required.
- (vi) The Agency shall also submit periodical reports on various labour laws such as contract labour (Registration & Abolition) Act-1970. Employees Provident Fund Act under intimation to maintain the designation of the principal employer.
- (vii) The Agency shall not pay less than the Minimum Wages and other payments as notified by the Govt. from time to time to his employees.
- (viii) The Agency shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under laws. He shall deploy adequate number of persons for execution of the contract regulating their working hours and weekly off within the statutory limit.
- (ix) The Agency shall provide their prescribed uniforms, identity card, name badges and safety items/kits etc. to his employees, as required under law.
- (x) The Agency shall in the event of his workman / employees sustain any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any, required under the Workmen's Compensation Act – 1923.
- (xi) If any of the persons engaged by the Agency misbehaves with any officials of the Sant Shiromani Ravidas Global Skills Park BHOPAL or commits any misconduct in connection with the property of the Sant Shiromani Ravidas Global Skills Park BHOPAL or suffers from any serious communicable diseases, the Agency shall be liable to replace them immediately.
- (xii) The Agency shall get the antecedents of the persons engaged by him verified from the police station concerned and produce certificate in this regard to Sant Shiromani Ravidas Global Skills Park BHOPAL. Sant Shiromani Ravidas Global Skills Park BHOPAL will not allow any person to work unless and until the case for verification

to the concerned police authority and a copy thereof is submitted to Sant Shiromani Ravidas Global Skills Park BHOPAL before deployment.

(xiii) The agencies shall submit medical fitness of their workmen

The Purchaser has the right to deduct and disburse the claims of the individual/parties on any account whatsoever, in relation to their employment with the Agency. The security deposit shall be released subject to an undertaking by the Agency for 3 months after expiry/termination of contract period and it shall be in the event any of his workmen or the heirs of workman puts up a claim for recovery of money due to him from the Agency, before the appropriate authority under the Industrial Dispute Act, 1947 or under any other labour law or for compensation under the workman's Compensation Act-1923 and the appropriate authority gives a direction for making payment the agency shall meet the same.

23.1 INSURANCE

The Agency shall provide necessary insurance coverage under any subsidiary of General Insurance Company to his workmen engaged in the execution of the contract so as to compensate the workman in case of any accidental injury or death during the course of performing his duty. The insurance cost of personnel working for the Agency, at the sites shall be borne by the Agency. The Agency shall provide the following insurance (but not limited to these), cover for his workmen, materials and equipment and produce for inspection to Sant Shiromani Ravidas Global Skills Park BHOPAL insurance certificate / policies.

- i. Group Insurance Scheme of LIC.
- ii. Personnel Accident Policy under General Insurance Scheme.
- iii. Third party risk liabilities theft etc.

23.2 SAFETY PROVISIONS

The agency shall at its own expense, arrange for the safety in his operation as required. In case the agency fails to make such arrangement, the authorized officer/staff of _____ shall be entitled to recover the costs thereof from the agency.

The failure to comply with the provisions of the safety manual, the agency shall without prejudice to any other liability pay to Sant Shiromani Ravidas Global Skills Park BHOPAL a sum not exceeding Rs. 500/- (Rupees Five hundred) per day for each day of default.

23.3 INCOME TAX

During the course of the contract period, deduction of income tax at source at the prevailing rate of income tax department issued from time to time of the gross amount of each bill shall be made by the Officer-in-charge/authorized officer/staff of Sant Shiromani Ravidas Global Skills Park BHOPAL releasing payment until informed otherwise by the Officer-in-charge or the officer so authorized on his behalf.

23.4 GOODS AND SERVICE TAX (GST)

During the course of the contract period, the GST will be paid by the department to the firm on the payment of bill as per prevailing applicable rate of GST including extended period if any.

24. DEFAULTS BY THE AGENCY

1. If the Agency fails to start the work on the specified date and time, repudiates the contract before the expiry of such period, does not make the mandatory payments like EPF, ESIC & others liabilities if any, the Sant Shiromani Ravidas Global Skills Park BHOPAL may without prejudice to any other remedy to the Sant Shiromani Ravidas Global Skills Park BHOPAL recover damages for breach of the contract.
2. In case of failure of the Agency in fulfilling the contract, the competent authority of Sant Shiromani Ravidas Global Skills Park BHOPAL may at its discretion, terminate

the contract either in part or full of the total services provided by giving 15 days advance notice to the Agency assigning reasons thereof. On termination of the contract, it shall be the responsibility of the Agency to remove his men and materials within two days of deadline date. Sant Shiromani Ravidas Global Skills Park BHOPAL shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

3. That, if at any stage during the period of the contract any case involving moral turpitude is instituted in a court of law against the contractor or his employees, the Sant Shiromani Ravidas Global Skills Park BHOPAL reserves exclusive and special rights for the outright termination of the contract without any notice to the contractor and in that event the contractor shall not be entitled to any compensation from the Sant Shiromani Ravidas Global Skills Park BHOPAL.
4. If the performance of the Agency is found poor and despite of instruction, he fails to improve the same, the Sant Shiromani Ravidas Global Skills Park BHOPAL shall be liable to recover any amount towards penalty or losses as decided by the authorized officer and to terminate the contract without any notice. The Agency shall not be entitled for compensation to any loss which he may incur in this regard.
5. In case of termination of contractor during contract period, the work can be awarded to the other agency at risk and cost of the agency and extra amount if any payable to the new agency during the balance contract period shall be deducted from the security deposit of the agency.

25. SUBMISSION OF BILLS AND PAYMENT

- a. The Agency shall have to make payments every month towards the wages and other statutory liabilities first from its own resources and then get the reimbursement of the same to the extent of the admissible amount based on the rates and terms of the contract.
- b. All the cleaning, security and maintenance staff deputed to Sant Shiromani Ravidas Global Skills Park shall punch in and out attendance on bio-metric attendance machine at _____.
- c. The Agency shall have to get the attendance verified by 2nd working day of next month and submit the consolidated bills accordingly to the Officer In-charge for verification up to 7th of following month along with a copy of the Acquaintance roll of payments made to personnel deployed. The Agency is required to submit the copies of GST, provident fund challan on quarterly basis in support of depositing P.F., ESI contribution for total number of personnel deployed against the contract for the preceding months in support of GST, P.F. and ESI. Similarly, certified copies of salary breakup paid by the Agency to the concerned personnel deployed to Sant Shiromani Ravidas Global Skills Park BHOPAL under the awarded contract showing P.F. and ESI contributions shall also be submitted by the Agency. All above payments details have to be submitted in prescribed format. If these details required to be submitted on quarterly basis are not submitted by 10th of succeeding month, then a penalty of Rs. 500/- per day shall be imposed and be recovered from his bill/security deposit.
- d. Efforts shall be made by Sant Shiromani Ravidas Global Skills Park BHOPAL to verify the bills and arrange for the payment of bills to the Agency within one week after submission of the bill each month. However, Sant Shiromani Ravidas Global Skills Park BHOPAL shall not be liable for compensation of any sort or interest accrued due to any delay in making the payments to the Agency. Advance payment shall not be made against pending bills for verification etc. or any other account.
- e. However, before submission of the bill, the Agency has to ensure that the payment of persons deployed by the Agency have been made for the billed period before 7th of the next month. If Agency abnormally delays the payment to the persons deployed by him, payment may be done by Sant Shiromani Ravidas Global Skills Park BHOPAL based on the prevalent rate at Agency's risk and out of his security deposit

with Sant Shiromani Ravidas Global Skills Park BHOPAL. The correctness of amount and/or of any penalty imposed by the competent authority shall be binding on the Agency.

26. CHECKS & SUPERVISION BY THE AGENCY

The Agency shall ensure that its employees perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by HOD, Sant Shiromani Ravidas Global Skills Park BHOPAL. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Agency, all the losses so occurred to HOD, Sant Shiromani Ravidas Global Skills Park BHOPAL property shall be recovered from the amounts payable to the Agency and his security deposits.

SECTION – V
Scope of Work Requirements and Deliverable

A. Housekeeping: - It shall include the following:-

- a. Cleaning, mopping of the office premises approximately _____ Square feet area including _____ rooms, reception area, _____corridors and _____waiting lounges, all wash rooms etc.
- b. Agency will ensure the cleaning starting from the road, main gate to premises & building.
- c. Dusting & Cleaning of office furniture, Implements, Windows and Window panels. The high-rise glass walls and external and internal glass panels with mechanized/manual means and roof cleaning or any other similar job as instructed by Sant Shiromani Ravidas Global Skills Park BHOPAL, shall be clean every month. The washing of sofa, furniture, upholstery should be carried on time to time.
- d. Protection, rearing and maintenance of all the plants, pots placed in the office premises.
- e. Ensure that the general ambience of the office premises is maintained in excellent hygienic condition.
- f. Maintenance of office premises including minor civil & electrical works, wherever required in the office.
- g. All towels and Bath standard accessories like soap, phenyl, Hand sanitizer (All ISI Marks) etc. to be replaced by Agency twice a week or as instructed by Sant Shiromani Ravidas Global Skills Park BHOPAL.
- h. All the necessary equipment and consumable such as scrubbing machine (multipurpose) Vacuum cleaner, high Pressure jet, modern trolley, dust pan, gloves, brooms, brush, cloth, phenyl, sweeping implements, soap etc. as needed are to be provided by the Agency.
- i. The agency will provide uniform, I card and name plates to all the housekeeping staff.
- j. The office cleaning job should be finished minimum half an hour before the office start time and the Agency will ensure that job is finished latest by the time of opening of the office. He will ensure that sweeper is always available in the office to attend any similar jobs.
- k. The floors with vitrified tiles and epoxy flooring have to be cleaned with machines at least twice in a week.
- l. The toilets are to be cleaned two time daily.
- m. Duty only one shift in day.

B. Electrician: -

He should be an experienced person having license from the Electricity Department. He should attend the office during office hours and carry out the jobs assigned by the respective Officer(s).

C. Security Guard/Chokidar/Watchman/Peon: -

- a. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel who shall safeguard the Sant Shiromani Ravidas Global Skills Park BHOPAL, buildings, moveable and immovable assets, equipment's and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
- b. The securities personnel shall be deployed round the clock in 3 shifts at the office of _____ to safeguard the premises.
- c. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by Sant Shiromani Ravidas Global Skills Park BHOPAL on working and closed days.
- d. The Agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
- e. The Agency shall maintain records of inward and outward movement of men (Sant Shiromani Ravidas Global Skills Park BHOPAL Employees and regulation of guests and visitors), materials and vehicles, etc with proper check on the same as per instructions

given from time to time by Sant Shiromani Ravidas Global Skills Park BHOPAL.

- f. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
 - g. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at Sant Shiromani Ravidas Global Skills Park BHOPAL. A mock fire drill may be organized every 6 months.
 - h. The Agency shall keep the Sant Shiromani Ravidas Global Skills Park BHOPAL informed of all the matters of security and co-operate in the investigation of any incident relating to security.

D. Sweeper/Gardner/Plumber:

- a. Shall be experienced person in the respective field for which they have been appointed. During office/duty hours, he/she will take care of the jobs as assigned by the respective officer to them.
- b. The agency shall provide all security equipment's to guard such as torch, whistle, lathi, etc.

E. AC Technician/Operator/Driver cum Peon:

Shall be experienced person in the respective field for which they have been appointed. During office/duty hours, he/she will take care of the jobs as assigned by the respective officer to them.

F. Note: Before Deployment of Personnel by the agency, it is the responsibility of the agency to: -

1. Submit Original copies of required qualification certificates for verification to Sant Shiromani Ravidas Global Skills Park Bhopal.
2. The firm must submit and attested true copies of the qualification certificate to Sant Shiromani Ravidas Global Skills Park Bhopal for record.
3. Sant Shiromani Ravidas Global Skills Park Bhopal may dis-qualify any personnel during verification of record/certificate and even at a later stage at any time if the work of the personnel is not found upto the mark or found unsatisfactory in any manner whatsoever.

G. Tentative Requirements of Man Power/ Month -

S. No.	Particulars	No. of Persons
1	Peon (Unskilled)	20
2	Driver cum Peon (Skilled)	10
3	Security Guard (Unskilled)	60
4	Sweeper (Unskilled)	100
5	Electrician (Skilled)	06
6	Gardner (Semi-Skilled)	06
7	Plumber (Skilled)	06
8	AC Technician/ lift Tech. /pump Operator/camera Operator /telephone Operator (High Skilled)	10

SECTION VI
Format for Bidder's authorization letter

To,

Sant Shiromani Ravidas Global Skills Park

Subject: Authorization Certificate

Bidder's Representative name ----- designation -----
is hereby authorized to sign relevant documents on behalf of the company / firm -----
----- in dealing with BID for issued by you. He/she is
also authorized to attend meetings, submit bid as may be required by you in the course
of processing the above said Bid.

Authorized Signatory

Name

Seal

Section VII
TECHNICAL BID DOCUMENT CHECKLIST

To,
 Sant Shiromani Ravidas Global Skills Park

S. No	Document	Submitted Y/N	Remark
1	Signed and scanned photocopy of valid Registration/Incorporation Certificate of the Firm. The firm / agency must have experienced of 05 (five) years in housekeeping and security services in Central/State PSU/ Reputed Organization.		
2	Signed and scanned copy of SGST/CGST Registration Certificate in the name of agency/ firm.		
3	Signed and scanned copy of PAN Card of the firm/agency.		
4	Signed and scanned copies of Average Annual Turnover of last 3 financial years from 2018-19, 2019-20 and 2020-21. The bidders should have an average Annual Turnover of Rs ____ Cr or more in the field of providing Cleaning, Sanitation, housekeeping and security services. duly certified by the Chartered Accountant.		
5	Signed and scanned copy of ESIC registration certificate under the Employees State Insurance Act.		
6	Signed and scanned copy of EPFO registration certificate under the Employees Provident Fund Organization.		
7	Signed and scanned copy of valid ISO 9001 Certificate for Mechanized and Automated Cleaning, Housekeeping & Allied Services and security services.		
8	Quality Certificates OHAS 45001:2018- Quality Standard Certificate for Health and Safety.		
9	Scanned copy of Registration Certificate of Private Security Agency Regulation Act (PSARA) 2005.		
10	Experience: The bidders must have successfully executed/completed similar services over last three years from 2018-19, 2019-20 and 2020-21 and are to be attached a. 3 works order of a value Rs. ____ lacs each minimum or b. 2 works order of a value Rs. ____ Cr each minimum or c. 1 works order of a value Rs. ____ Cr each minimum or		
11	The bidder should furnish the information and document in desired in format given under ITB 24.4.		

**SECTION VIII
BID FORM**

Date.../...../ 2022
Bid No: -----

To,

Sant Shiromani Ravidas Global Skills Park

Subject:

Dear Sir,

Having examined the Bidding Documents including, the receipt of which is hereby duly acknowledged, we, the undersigned offer to service deliverables in full confirmatory with the said bidding documents.

We undertake, if our bid is accepted, to deliver the Services in accordance with Scope of work, Schedule of Requirements and deliverables.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser in bid document.

We agree to abide by this bid and conditions thereof for a period of 120 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We further declare that our bid is unconditional.

We undertake if at any time, it is found that any information furnished by us to the purchaser, either in our bid or otherwise, is false, the purchaser reserves the right to terminate the contract without assigning any reasons, forfeiting the bid security or performance security and blacklisting/debarring us for a period of 3 years.

Dated this day of 2022

(Signature).....

(In the capacity of:

Duly authorized to sign Bid for and on behalf of -----

SECTION IX
REQUEST FOR CLARIFICATION OF BID DOCUMENT

To,
Sant Shiromani Ravidas Global Skills Park

Bid Reference

Name of the Company/Firm:

Name of Person(s) Representing the Company/Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos..

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos..

Query / Clarification Sought:

S. No.	BID Page No.	BID Clause No.	Clause Details	Query/ Suggestion/ Clarification

Date: _____
Place: _____
(Signature)

In the capacity of _____
Duly authorized to sign Bid for and on behalf of _____

Note: - Queries must be strictly submitted only in the prescribed format. Queries not submitted in the prescribed format will not be considered/ responded by the tendering authority.

Section X
PRICE SCHEDULE

To,

Sant Shiromani Ravidas Global Skills Park

A. Manpower Charges Per Month Salary / Wages

(Minimum wages as per MP labour commissioner / collector rates)

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Salary Wages (In INR) (Including All Taxes and Service Charges) / Person	PF (In INR) / Person	ESI (In INR) / Person	Miscellaneous/ Person	TOTAL AMOUNT/ Person	TOTAL AMOUNT In Words/ Person
1	2	13	14	15	16	53	55
1	All the column of price should be filled. If any column left quoted zero/mil blank, the bid shall be rejected						
1.01	Skilled worker					0.00	INR Zero Only
1.02	Semi-skill					0.00	INR Zero Only
1.03	Un skilled					0.00	INR Zero Only
1.04	High Skills					0.00	INR Zero Only

SECTION IX

B. service charge of the agency in percentage on total value of A (1+2+3+4) -----
GST Extra-----

Note:

- a. Goods and Service Tax (GST) will be paid extra (in Percentage) as per Govt. Rule to the firm on the payments of bills as per prevailing applicable rate of GST.
- b. The payment shall be made as per the actual deployment of man power per month of each category.
- c. Charges for materials and equipment's shall be quoted lump sum per month.
- d. All the column of price should be filled. If any column left/quoted zero/nil/blank, the bid shall be rejected.**
- e. Income tax deduction as per rule.

(Name of the company / firm)

(Signature)

(Seal)

SECTION XI
BID SECURITY FORM
(Not Applicable)

[Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: [Name of the Purchaser]

BANK GUARANTEE No.: _____ **Date:** _____

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated..... (Date of submission of bid) for(Name and /or description of the Goods) (Hereinafter called "the Bid") under Invitation for Bids No..... (IFB Number).

KNOW ALL PEOPLE by these presents that WE(name of bank) of(name of country), having our registered office at..... (address of bank) (hereinafter called " the Bank") are bound unto(name of Purchaser) (hereinafter called the Purchaser") in the sum of Rsfor which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... Day of..... 2022

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form: or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required: or
 - (b) Fails or refused to furnish the performance security, in accordance with the instruction to Bidders.

We undertake to pay the Purchaser having to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

1. Name of Bidder

SECTION XII **CONTRACT FORM**

THIS AGREEMENT made the day of2022 between..... (Name of Purchaser) of..... (Hereinafter called "the Purchaser") of first part and..... (Name of Supplier) of..... (City of Supplier) (Hereinafter called "the Supplier") of the second part: and (name) ----- (hereinafter called "the Service Receiver")

WHEREAS the Purchaser is desirous that Goods and ancillary services viz..... (Brief Description of Goods" and Services) and has accepted a bid by the Supplier for the supply of those Goods and Services in the sum of..... (Contract Price in Word and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The purchaser hereby covenants to pay the supplier in consideration of the provision of the Goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

SECTION XIII **PERFORMANCE SECURITY FORM**

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Bank's Name, and Address of Issuing Branch or Office]

PERFORMANCE GUARANTEE No.: _____ Date: _____ / _____ / _____

To: Sant Shiromani Ravidas Global Skills Park, **WHEREAS**..... (Name of Supplier)
Hereinafter called "the supplier" has undertaken, in pursuance of Contract No.....dated.....2022
to Housekeeping and Security Services, bid no

(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of.....(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 2022.

Signature and Seal of Guarantors

SECTION: XIV

Not Required

SECTION: XV
(Please see ITB, Clause 12 of instructions to Bidders)

To,

Sant Shiromani Ravidas Global Skills Park

FORMAT FOR QUALIFICATION APPLICATION
(Bidder's experience and resources)

All the Bidders submitting their bids against this bid must submit the qualification application along with the information in the following formats: -

Name and address of Bidder: -

Phone no's, email ID, website address: -

- (I) Signed and scanned photocopy of valid Registration/Incorporation Certificate of the Firm. The firm / agency must have experienced of 05 (five) years in housekeeping and security services in Central/State PSU/ Reputed Organization.
- (II) Signed and scanned copy of SGST/CGST Registration Certificate in the name of agency/ firm.
- (III) Signed and scanned copy of PAN Card of the firm/agency.
- (IV) Signed and scanned copies of Average Annual Turnover of last 3 financial years from 2018-19, 2019-20 and 2020-21. The bidders should have an average Annual Turnover of Rs ____ Cr or more in the field of providing Cleaning, Sanitation, housekeeping and security services. duly certified by the Chartered Accountant.
- (V) Signed and scanned copy of ESIC registration certificate under the Employees State Insurance Act.
- (VI) Signed and scanned copy of EPFO registration certificate under the Employees Provident Fund Organization.
- (VII) Signed and scanned copy of valid ISO 9001 Certificate for Mechanized and Automated Cleaning, Housekeeping & Allied Services and security services.
- (VIII) Quality Certificates OHAS 45001:2018- Quality Standard Certificate for Health and Safety.
- (IX) Scanned copy of Registration Certificate of Private Security Agency Regulation Act (PSARA) 2005.
- (X) Experience: The bidders must have successfully executed/completed similar services over last three years from 2018-19, 2019-20 and 2020-21 and are to be attached
 - a. 3 works order of a value Rs. ____ lacs each minimum or
 - b. 2 works order of a value Rs. ____ Cr each minimum or
 - c. 1 work order of a value Rs. ____ Cr minimum.
- (XI) Check list of technical bid section – VII.

Seal and Signature of the Bidder

SECTION -XVI
SELF DECLARATION ON NON-BLACKLISTING

To,
Sant Shiromani Ravidas Global Skills Park

Date: _____

Subject:

In response to the Tender No for Deployment of Man Power for Housekeeping, and Security Services as an owner/partner/Sant Shiromani Ravidas Global Skills Park of..... I/We hereby declare that our Company/firm is having unblemished past record and is presently not declared as blacklisted or ineligible for non-performance, corrupt or fraudulent practices either indefinitely or for a particular period of time by any State or Central Government Agency/department in India.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

SECTION-XVII
TECHNICAL BID COVERING LETTER

To,

Sant Shiromani Ravidas Global Skills Park

Dear Sir,

Having examined the Bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the Services as required and outlined in the Bid for.....To meet such requirements and provide such Services as required are set out in the Bid document, we attach hereto the Bid technical response as required in the Bid document, which constitutes our proposal. We undertake, if our proposal is accepted, we will obtain a performance security acceptable to Sant Shiromani Ravidas Global Skills Park for a sum of **10 % of contract value**, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document and also agree to abide by this Bid response for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Sant Shiromani Ravidas Global Skills Park.

We confirm that the information contained in this bid or any part thereof and other documents and instruments delivered or to be delivered to Sant Shiromani Ravidas Global Skills Park is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead as to any material fact.

We agree that Sant Shiromani Ravidas Global Skills Park is not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/service specified in the Bid response without assigning any reason whatsoever. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and thatwho signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date:

Place:

Name and Designation with Seal