

GUJARAT BIOTECHNOLOGY UNIVERSITY GANDHINAGAR



Bid Document

**Empanelment of agencies for providing multitasking
services to GBU, Gandhinagar**

Gujarat Biotechnology University

Gift City, Gandhinagar - 382 355

e-mail: info@gbu.edu.in

website: www.gbu.edu.in

BID NOTICE

Department Name/ Authority Name	GUJARAT BIOTECHNOLOGY UNIVERSITY, The Registrar, Gujarat Biotechnology University, Gift City, Gandhinagar, Gujarat, India Pin: 382355
Name of Project	Online offers are invited from experienced and reputed Agencies for providing multitasking services to GBU
Period of Contract	Initially the contract period is one year and further renewed based on satisfactory services. The contract duration is for a period of three year from the date of LoA.
Bidding Type	Open bid
Tender Currency	Indian Rupee (INR)
Bid Document Fee/ Tender Fee	Rs.17700/- (Rupees Seventeen Thousand Seven hundred only) including 18% GST, in the form of Demand Draft from Nationalized Bank payable in the name of Gujarat Biotechnology University at Gandhinagar.
Earnest Money Deposit (EMD)	EMD of Rs. 2,25,000/- (Rupees Two Lakh twenty five thousand only)
Bank Guarantee after award of LOA.	Bank guarantee should be deposited Rs. 22,50,000/- (Rupees Twenty two Lakh fifty thousand only), 10% of estimated tender value in form of Bank Guarantee (BG) from banks as approved by Govt. of Gujarat for EMD payable in name of Gujarat Biotechnology University, Gandhinagar.
Bid Documents Downloading start Date	Date: 09/12/2023
Pre Bid Date & Time	Date: 14/12/2023 at 11:30 Hours
Bid Documents Downloading End Date	Date: 21/12/2023
Last Date of Uploading of Bids	Date: 21/12/2023 before 18:00 hrs
Last date of physical submission of Bid Document	Copy of technical bid along with Tender Fees, EMD and other documents should be reached on 21/12/2023 before 18:00 hrs. by RPAD /Speed Post/in person at Gujarat Biotechnology University, Gift-City Gandhinagar – 382 355, Gujarat.
Date of Tender opening (Tentative)	To be announce later
Bid Validity Period	180 days from the date of opening of technical bid
Officer Inviting Bids	The Registrar, Gujarat Biotechnology University Gujarat, Gift City, Gandhinagar, Gujarat 382355
Bid Opening Authority	The Registrar, Gujarat Biotechnology University Gujarat, Gift City, Gandhinagar, Gujarat 382355

General Terms and Conditions for Digital Signature:

1. Bidders can download the tender document free of cost from the website, but will need to submit the bids along with the DD/banker cheques for Bid Document Fee at the time of physical submission.
2. All the tender Document EMD, Tender fee and Tender supporting documents should be submitted physically or by RPAD or Speed Post within stipulated time.
3. Price Bids will have to be accepted as per prescribed formats.
4. Bid Document Fee and Bid Security shall have to be paid of the amount stated in the Notice Inviting Online Tenders section.
5. **Free vendor training camp will be organized every Saturday between 4.00 PM to 5.00 PM at (n) code solutions – A Division of GNFC Limited. Bidders are requested to take benefit of the same.**

Bidders who wish to participate in online tenders will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n) Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India. All bids should be digitally signed, for details regarding digital signature certificate related training involved the below mentioned address should be contacted:

(n) Code Solutions
A Division of GNFC 301,
GNFC Info tower,
Bodakdev, Ahmedabad –
380 054 (India)
Tel: +91 26857312/ 13
Fax: +91 79 26857321,
E-mail: nprocure@ncode.in
Website: www.nwr.nprocure.com
Toll Free: 1800-233-010(Ext.321).

Terms and Conditions are as per detailed tender documents.

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1. BACKGROUND:

Government of Gujarat has established Gujarat Biotechnology University (GBU) through GBU Act, 2018 which came into force through a notification on 23rd October 2018. The Government had allotted total 23 Acres of land for the establishment of University. The GBU will create a culture of excellence and innovation with entrepreneurship at its core. GBU Offers Masters by Research and Ph.D biotechnology programmes with a strong translation focus, aiming to deliver biotechnology solutions for society, engaging with the vibrant life science industry in Gujarat and across India.

Gujarat Biotechnology University aims to develop cutting-edge biotechnology research capacity in Gujarat:

- to create an institution of excellence, imparting state-of-the-art, product-focused, research-based education and skills in biotechnology
- to create capabilities for developing world-class infrastructure, intellectual property base and skillsets for education, training, research, product development and technology commercialization in the biotechnology field
- to develop innovative methods for applied and translational research to set high standards of practice-based education in biotechnology and allied sciences
- to address societal challenges in Gujarat, nationwide and internationally; to develop linkages with institutions of national and global repute and to create templates and models of collaboration for interdisciplinary study and research to solve developmental problems using the tools and techniques of biotechnology and allied sciences
- to create a platform for developing industry linkages delivering research solutions to society by catalyzing translational opportunities
- to function as a leading resource center for biotechnology knowledge and development

GBU has envisaged to cater the needs of Biotechnology & allied science field, develop research and focused based education ecosystem. The five departments are Animal BT, Environmental BT, Industrial BT, Medical BT & Plant BT etc. Above this all, there are various other matters like Security System (Watch & Ward), Housekeeping, Gardening and Clerical work. There arises an intense need of manpower services in order to progress further in various initiatives taken by GBU and to take up the day to day matter. Hence, in order to meet this requirement, GBU has to empanel agencies which would provide multitasking services to GBU on outsourcing basis at Gujarat Biotechnology University, Gandhinagar.

2. INSTRUCTIONS TO BIDDERS:

DEFINITIONS:

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

- 1) “**Agreement**” means the document signed by the Authority and the successful bidder that incorporates any final corrections or modification to the tender and is the legal document binding both the parties to all terms and conditions for the award of the Contract.
- 2) “**Authority**” shall mean the The Registrar, Gujarat Biotechnology University, Gift-city, Gandhinagar – 382 355, Gujarat or any other person nominated by him.
- 3) “**Bid**” means the complete bidding document submitted by the bidders to the Authority and shall include any corrections, addenda and modifications made therein.
- 4) “**Bidder**” or “**Agency**” or “**Service Provider**” shall mean any firm but not an individual which is any of the following: Company, Partnership, Society and Trust, eligible to participate in the tendering process and shall include the successful bidder/s during the currency of the Contract.
- 5) “**Period**” shall mean entire duration during which services shall have to be provided as indicated in the clause no. 21 of the Chapter III A "Terms and Conditions" of this tender document.
- 6) “**Government**” shall mean the Government of Gujarat.
- 7) “**Total Accepted Tender Value**” means the total value of services and supplies as approved by authority to be provided by the successful bidder.

2.1 Introduction:

2.1.1 In order to carry out day to day activities, Gujarat Biotechnology University (GBU) has decided to outsource skilled/semi-skilled/unskilled/specialized multitasking manpower services. The multitasking services will be outsourced through an agency/ies that would be finalized through online tendering process. The selected service provider/s shall have to provide the services by placing various services at GBU Gandhinagar as per the requirement.

2.1.2 The Service providers are invited to submit Online Technical Proposal as per the formats given below in this tender as per Annexure-II and their consent to the financial proposal as per the Annexure-III. The Service provider shall bear all costs associated with the preparation and submission of their proposals. **GBU is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to GBU.**

2.2 Proposal Validity:

2.2.1 The Technical Proposal and consent to the Financial Proposal to be submitted by the Service provider should be firm and **valid for a period of 180 days** from the last date of submission of the proposal.

2.3 Tender Fees and Earnest Money Deposit:

2.3.1 The Proposal shall be accompanied by Earnest Money Deposit (EMD) of Rs. 2,25,000/- (Rupees two lakh twenty five thousand only), in favour of the "Gujarat Biotechnology University" payable at Gandhinagar.

2.3.2 The Proposal shall be accompanied by non-refundable tender fee of Rs. 17,700/- (Rupees Seventeen thousand seven hundred only) including 18% GST, in form of Demand Draft (DD) / banker cheque in favour of the "Gujarat Biotechnology University" payable at Gandhinagar.

2.3.3 The Proposals without tender fees and EMD shall be deemed as non-responsive and liable to be rejected.

2.3.4 The EMD of the successful bidder shall be withheld by GBU till signing of the agreement and submission of Bank Guarantee 10% of estimated tender value to be applicable. The EMDs of other bidders will be refunded within a period of maximum one month after the process of selection is over.

2.4 Contents of the Proposal:

2.4.1 The proposal shall comprise of three envelopes as prescribed below: *Outer Envelope with clear mention on Top of the envelop as Envelope 1: Tender fee and EMD
Envelope 2: Technical Proposal (Annexure-II)
Envelope 3: Consent to Financial proposal (Annexure-III)*

2.4.2 The Outer Envelope shall contain separate envelope of Demand Draft towards tender fees, EMD, envelope of Technical proposal and envelope of consent letter for financial proposal.

2.5 Receipt, and Opening of Proposals:

2.5.1 The Original Proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Service provider himself. The person who signs the proposal must initial such corrections. Submission letter for Technical Proposal should be in the format as per Annexure-I.

- 2.5.2 Technical Proposal shall be placed in a **sealed envelope** clearly marked “**Technical Proposal**” and the consent to fixed agency service charges shall be placed in a sealed envelope clearly marked “Consent to Financial Proposal”. The outer envelope shall bear the Name of the Assignment, submission address, etc.
- 2.5.3 The Physical copy of technical proposal and consent to financial proposal must reach GBU on or before Date: **21/12/2023** by 18.00 hrs, delivered by Registered Post/Speed Post/Courier only. Any proposal received by GBU after the deadline for submission shall be returned unopened. GBU shall not be responsible for any postal delays.
- 2.5.4 The technical proposals and consent to financial proposal of all the qualifying firms will be opened in the presence of the Service providers’ representatives who choose to attend. **Bids without consent to financial proposal shall be rejected outrightly.** The selected Service provider/s will be informed of the decision made by GBU through a letter after completion of the evaluation process. Tendering will be done according to online procedure and later on above points will be applicable while physical documentation is done.

3. TERMS AND CONDITIONS:

A. General Conditions

- 1) The service provider must be capable of providing services at the site of GBU, Gift-city, Gandhinagar, Gujarat.
- 2) The services of multitasking shall be performed by persons as per the eligibility criteria. The deployed manpower at GBU should be in proper uniform of agency.
- 3) For providing the services whatever persons supplied by the Agency should not have any **Police records/criminal cases** against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider has to be verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to GBU. The service provider will also ensure that the personnel deployed are medically and mentally fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. Agency will verify details about his/her past experience and certification after due check-up from previous employer or institution.
- 4) For providing the requisite services the service provider shall engage necessary persons as per the services required by the GBU from time to time. The said

persons engaged by the service provider shall be totally at the discretion of agency for providing services required and accordingly he may employ the personnel as they may deem fit to perform the services on their roll and it shall be the duty of the service provider to pay their salary or applicable dues every month. Since the GBU is asking for only services and no specific personnel there is no Master & Servant relationship between the employees of the service provider and GBU and further that the said person of the service provider shall not claim any absorption. Agency solely has a right to deploy any personnel for services as it seem fit within the prescribed qualification & experience and GBU shall only have to evaluate the services & at any point of time cannot demand any personnel.

- 5) For providing the requisite services, the service provider's person shall not claim any benefit/compensation/ absorption/regularization of services from/in GBU, under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to GBU. All appointment of personnel, their leave, attendance, resignation, transfer & services benefit shall be governed by Agency & GBU has no role in the same. Further, agency will have own Grievance Cell for any services and related matters of their employee.
- 6) For providing the requisite services, the service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative /organizational matters as all are of confidential/secret in nature.
- 7) For providing the requisite services, the service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good-will and enhance the image of GBU. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 8) For providing the requisite services, the age criteria for different services is decided as under:
 - i. For unskilled, semi-skilled and skilled services, age of person deputed shall not be below the age of 18 years and not more than 45 years. For driving services age of the person deputed should not more than 50 years. For specialized services it is further bifurcated into two categories i.e. Category A and Category B, in Category A, age of the person shall not be more than 50 years and in Category B it will include only those services whose approval has been given by competent authority for special purposes, which will not interfere with duties of the permanent employees working at GBU.
 - ii. Discretion is available with GBU in case of special cases or conditions with appropriate approval & mutual consent with Agency.

- iii. For some time based services the appropriate authority will approve the service requirement & remuneration in agreement with Agency.
 - iv. The service provider to give bio-data of candidates and other relevant documents, so authority may interview and select the appropriate candidate for the said purpose. Extra ordinary candidates may be given higher salary in co-ordination with service provider after due approval of committee or Competent authority, GBU.
- 9) For providing the requisite services, GBU may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to GBU because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from GBU.
- 10) For providing the requisite services, the service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss has to be reported immediately.
- 11) For providing the requisite services, the service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.
- 12) The services are required to be provided during working hours of GBU and would be as per rule (Schedule) including applicable break in between. However, in exigencies of work, they may be required to provide services beyond the specified hours and on Saturday, Sunday and other gazetted holidays, if required. In extreme cases and with prior approval of the concerned authority, for providing the services, in case the provided manpower has to go on tour for official purpose, the expenditure incurred will be reimbursed as per Gujarat Government TA/DA Policy. The agency may claim to GBU at the time of submission of monthly bills along with the proofs of the official tour performed by the manpower for providing services. No service charge will be provided on this amount.
- 13) The entire financial liability in respect of multitasking services deployed in the Department or Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay per person deployed for the services required a sum not less than as mentioned in the Annexure-IV.
- 14) The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service

Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

- 15) That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, Bonus Act, etc. and the GBU shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. With regard to the payment, following procedure should be followed and the evidence of the same should be submitted to GBU and GBU may carry out its audit at its discretion:
- i. The details of payment made to the agency, necessary records of payment paid to their employees with required receipt should be produced to GBU in next month before the 10th Day of the month.
 - ii. Deduction from salary of the employee of the agency and contribution of agency should be credited in relevant govt. department as per present rules & regulations. Evidence for the same individually should be produced to GBU before 10th of next month along with the bill of last month.
 - iii. The salary must be paid by agency to their employee through crediting the amount in his/ her said bank account.
 - iv. The service provider will submit the bill in respect of a particular month before the 10th of the next month. The payment will be released after deduction of taxes at source under the laws in force. However, service provider will pay the remuneration to the staff engaged in respect of a particular month till 5th of the next month.
 - v. Payments to the service provider would be strictly on certification by the officer with whom services is attached. No wage/remuneration will be paid to any staff for the days of absence from duty.
 - vi. A separate bank account needs to be maintained by the Agency for transaction with GBU and payment to its employees & GBU has right to audit the transaction in order to ensure transparency.

- 16) The service provider will provide the required services for a shorter period also, in case of any exigency as per the requirement of GBU. The duration may also include provision of services during absence periods of other service personnel.
- 17) The service provider shall provide services in any circumstances irrespective of particular personnel including by providing a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons or on leave. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. If agency fails to provide substitute within 10 days then agency would be charged Rs. 100/- per day/per manpower service for initial 5 days, Rs. 200/per manpower service for 6 to 10 days and any further delay would charge Rs. 300/per manpower service till the replacement.
- 18) The service provider shall be contactable at all times and message sent by phone/e- mail/Fax/Special Messenger, etc. from GBU to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the GBU in fulfilling the contract from time to time.
- 19) GBU shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 20) The agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If GBU suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to GBU for the same. Necessary legal Procedure including FIR, court case, recovery etc. to be done by Agency with intimation to GBU. The agency shall keep GBU fully indemnified against any such loss or damage.
- 21) The successful bidder/s will enter into an agreement with GBU for supply services and will deploy suitable and qualified manpower as per requirement of GBU on these terms and conditions for providing the quality services. The agreement will be valid for an initial period of one year and subsequently renewable further for a period of two Years from the date of signing. The service charges/rates shall be fixed for a period of three year and no request for any change/modification shall be entertained before expiry of the period of 3 years. Agency will maintain daily service register which will be monitored by GBU in respect of the services deployed by the agency on the basis of which wages/remuneration will be decided in respect of the services at the approved rates.

- 22) The successful bidder would obtain all valid license from the concerned Government Authority for providing the services in GBU. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of GBU. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to The Registrar, GBU whose decision shall be binding on both the parties. The contract for providing the aforesaid services is for a period of three years from the date of signing of agreement or issue of Letter of Award. The period of the contract may be further extended provided the requirement of the Department for the services persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of services provided by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
- 23) The requirement of the GBU office at Gift-city Gandhinagar. The requirement of manpower services may increase/decrease as per the need of University. The university is having right to dismiss or add any manpower requisite services in the scope of service provider.
- 24) E-mail / Fax bids will be summarily rejected. Late bids shall be out rightly rejected. Any conditional bids shall not be considered and will be out rightly rejected.
- 25) The consent to financial proposal by the bidder for fixed service charges would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender. Only those bids having the consent to financial proposal would be further considered for evaluation.
- 26) The competent authority of the GBU reserves the right to cancel all bids or any specific bid without assigning any reason.
- 27) The Authorized signatory shall submit the letter of authorization.
- 28) The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and GBU shall not be liable for any dues for availing the services of the personnel. The **Performance Security Deposit/ bank Guarantee** and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution and other statutory liabilities.
- 29) All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned

on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.

- 30) GBU reserves the right to call for any document in original including the bank account to verify the veracity of the documents.
- 31) The service provider agency should not have any case pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard. It should not have been blacklisted by any Government organization, Private or other Organisation. If any other Organisation/firm/Partnership/Proprietor ship is having criminal case/Blacklisting wherein the stakeholders of the agency have substantial stake, GBU has full rights to reject the proposal considering the gravity of case/s.
- 32) The shortlisted agency have to maintain online HRMS (Human Resource Management System) software for easiness of Hiring management, leave management, attendance management, salary slip generation, PF, Salary management, resignation management & other facilities. The same may be accessed by GBU officials also which will help GBU in managing & monitoring the entire process with ease. It should be updated on regular basis. Reference check of providing Employment Salary and Educational Qualification.
- 33) The service provider should provide all necessary equipment's & machineries to their deployed manpower for the accomplishment of work and responsibilities.

B. LEGAL CONDITION

1. For the provision of services to be provided to the GBU the persons deployed shall, during the course of their work be privacy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
2. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by GBU. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Photo copies of such documents shall be furnished to the Department or office concerned. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.

3. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
4. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues/Blacklisting of Agency by other institution/hiding of important information at the time of application. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
5. The decision of GBU in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.
6. If during the provision of services in case of a death or mishap of any of the personnel of the service provider occurred, the compensation liability will solely rest with the service provider.
7. Any illegal activity or conduct by the personnel of the service provider that is harmful to the department, it shall be sole responsibility of the service provider itself.
8. The Service Provider will furnish all the details to the Authority while submitting the tender. In case any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement. The service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under law.
9. **Jurisdiction:** All disputes shall be under the jurisdiction of the court at the place where the services are provided i.e. Gandhinagar.

C. FINANCIAL CONDITION

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 2,25,000/- (Rupees two lakh twenty five thousand only), in the form of Bank Guarantee (BG) in favour of "Gujarat biotechnology University" Gandhinagar, Gujarat, **failing which the tender shall be rejected out rightly.**
2. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid shall be returned to them. In case of successful tenderer/s, if the Service Provider/s fails to deploy the required services against the initial requirement within 15days from date of placing the order, the EMD shall stand forfeited without giving any further notice. Although in case where the decision for finalization exceeds 180 days the agency can request for EMD return.
3. The successful tenderer/s will have to deposit a Performance Security Deposit of 10% of the total accepted tender value of services provided, including statutory dues in the form of Bank Guarantee from any Nationalized Bank and in favour of Gujarat Biotechnology University, Gandhinagar, Gujarat covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.
4. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
5. The Service Provider shall raise the bill along with attendance sheet of services provided duly verified by the Department or Office concerned in respect of the persons deployed for providing services and submits the same to GBU till 10th of the succeeding month.
6. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, ESI etc. relating to personnel deployed by it or for any accident caused to them and the GBU shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it on or before 5th of the succeeding month. If any delay is found in making the payment to the outsourced staff on the part of the agency then the same would be subject to penalty of Rs. 500/- per day/per manpower service after 5th of the next month till the 10th and after 10th there would be penalty of Rs. 750/- per day/per manpower service.
7. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage. In the event of any dispute arising in respect of the clauses of the agreement the same

shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

8. The successful bidder/s will enter into an agreement with this Department for supply of services by providing suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Address:

Name:

Phone No. (O):

Seal:

Date:

4. SELECTION OF SERVICE PROVIDER:

4.1 Minimum Eligibility Criteria:

- A. The bidder should have minimum experience of 5 years as manpower/multitasking services supply agency.
- B. The bidder should have all valid licenses/certificates to operate as a service provider.
- C. The bidder should have clearance from all Govt. Departments such as Police Department, Labour department, Income Tax/Service Tax., etc.
- D. Consent to the fixed agency service charge and rates as per Annexure-III and Annexure-IV respectively.
- E. Any agency defaulted previously or the owners having criminal records/fraudulent records shall not be eligible to participate or will be expelled if such details come to highlight later.

F. Technical Eligibility

- I. The bidder must have on-going and/or successfully completed experience of providing manpower as mentioned below within last 5 (Five) years immediately preceding the Bid due date:
 - 1. At least One work (project/s) of similar nature having a value not less than INR 1.80 Crore (Indian Rupees two crore) per annum
Or
 - 2. At least Two works (project/s) of similar nature each having a value not less than INR 1.12 Crore (Indian Rupees one crore fifty lakhs) per annum
Or
 - 3. At least Three works (project/s) of similar nature each having a value not less than 90 lacs (Indian Rupees one crore) per annum
- II. The bidder should have provided the cumulative services of minimum 100 manpower per year to Government/private sector for any 1 (one) year during the last 5 years. The order duration for manpower deployment of less than 11 months shall not be considered.
- III. The bidder should have at least one contract from Government department with single deployment of 50 manpower or more in the last five years from the date of tender published.

Note:

- Works of similar nature are defined as Experience in Facility Management

and/or Annual Maintenance and/or Housekeeping and/or Security Service and/or manpower supply for Educational Institutes, Airports, Ports, Hospitals, Clubs, Multi-star Resorts, Hotels, Commercial Building/offices, Townships, Government, PSUs in the last 5 years.

- Work order and/or Completion certificate and/or CA Certificate duly signed by the authorized signatory of the client. The certificate should clearly state the area of facility being managed, scope of work, start date of work, completion date (if applicable), work order value/fee per annum for providing manpower.
- Copies of work orders / contracts/Letter of Award from the client stating the project title, project value and the brief scope of work of the project indicating number of manpower provided for the purpose of evaluation. Failure to submit satisfactory work done certificate for the period will render the bidder ineligible.
- Ongoing projects shall be considered provided that the bidder submits work order/ contracts mentioning the scope of work, start date and end date of the works, project value, number of manpower. It is further clarified that all the minimum thresholds of costs per annum and nature of work must be satisfied by the ongoing project.

G. Financial Capacity

- I. The bidder should have annual turnover of Rs. 5 Crores per annum for any 3 of last 5 years. The valid CA certificate to be provided for the same.
- II. The bidder should have positive Net worth in the last financial year. The valid CA certificate to be provided for the same.

• Experience & Marking System

Experience is of critical importance in the determination of whether an applicant has the necessary capability to undertake and complete the given work successfully. The bidders shall give information for number of years of experience, number of jobs performed with name of client, number of candidates provided to Government and private organizations, fees received year wise in similar nature assignment. The requisite copies of applicable taxes paid to the Government also to be provided in order to certify the number of personal deployed and experience. The marking on experience and overall manpower to be decided on the following parameters.

a. Experience of the firm as Service/Manpower supply agency.

- 1) ≥ 5 to ≤ 8 years – 5 marks

- 2) > 8 to ≤ 10 years – 10 marks
- 3) > 10 years and above – 15 marks

- **Technical capacity**

Technical capacity includes all factors determining an applicant's technical abilities other than experience. Because of its critical importance, experience is considered as a separate group of pre-qualification factors. This arrangement eliminates the possibility that lack of experience can be offset by high technical qualification. Technical capability shall be decided on following information:

- a. The bidder clearing minimum Eligibility criteria for similar works shall receive 10 Marks. For each additional order of below value shall get the following marks subject to maximum of 25 marks.

Sr. No.	Particular	Marks
I.	For Each Additional project of Similar nature for value more than INR 1.80Crore	7.5
II.	For Each Additional project of Similar nature for value more than INR 1.12Crore	5
III.	For Each Additional project of Similar nature for value more than INR 0.90Crore	2.5

- b. Number of overall manpower provided to the Government/ PSU/ Private Organization for in last financial year i.e. 2022-23 (A CA certificate is to be provided for this for overall manpower)

- 1) 100 to ≤250 number – 5 marks
- 2) > 250 to ≤500 number – 10 marks
- 3) >500 to ≤1000 number – 15 marks
- 4) ≥1000 number – 20 marks

- c. Head office/branch offices of the bidder:

Head office in Ahmedabad/Gandhinagar	10 marks
Branch office at Ahmedabad/Gandhinagar	5 marks
Other places in Gujarat	3 Marks
Other than Gujarat	2 Marks
Total	10 Marks

- **Financial Capacity**

Marks for Financial capability shall be calculated on following criterion:

- Average Annual turnover of any three of last five years shall be considered for the evaluation.

- 1) Rs. 5 crore to < Rs. 10 crore – 10 marks
- 2) ≥ Rs. 10crores to < Rs. 15 crores – 15 marks
- 3) ≥ Rs. 15 crores to < Rs. 20 crores – 20 marks
- 4) 20 crores and above – 30 marks

- **Joint Ventures**

Bidders shall not be allowed to bid jointly or in consortium with any other firm. Bids submitted by single entities only shall be considered for the purpose of evaluation, and any bids submitted by a consortium shall be out rightly rejected.

- **Contribution of Technical Evaluation**

For the Technical Evaluation of the Bids, the Committee will use the following contribution of respective group of factors. This Score will be called **ST**.

•	Experience	15 Marks
•	Technical capability	55 Marks
•	Financial capability	30 Marks
	Total	100 Marks

- **Minimum scores**

- i. The minimum score needed by the bidder to be considered for qualification is set at 50 percent in overall. The agency scoring minimum 50 percent overall and one who has submitted its consent to the fixed agency service charge of 4% shall be entitled to get empanelled by GBU for supplying multitasking services to GBU. However, the first 3 agencies scoring maximum marks may be empanelled by GBU. Further, the selection of more agencies in the order of merit of the marks scored shall be the sole discretion of GBU.
- ii. The Registrar, GBU, however, reserves the right to reject any or all the bids received, without assigning any reasons and any liability to GBU.

- iii. On selection of more than one agency, it shall be the sole discretion of the GBU to choose the agency/ies from which the required services are to be obtained. Empanelment of agency does not give guarantee that GBU would select it for providing services at GBU location. The agency would change based on the requirement and hence the type and number of manpower supplied by each agency will change from time to time.

5. IMPORTANT POINTS TO BE CONSIDERED FOR SUBMISSION OF BIDS

ARTICLE - 1: BIDDING DOCUMENT

Bidder is expected to examine all instructions, forms, terms and specifications in bidding documents. Failure to furnish all information required by bidding documents or submitting a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

ARTICLE – 2: AMENDMENT OF BIDDING DOCUMENTS

- 3.1 At any time prior to the deadline for submission of bids, Authority for any reason may modify the bidding documents by amendment.
- 3.2 All the amendment and modifications in the bid document shall be put up on the website www.gbu.edu.in and www.nprocure.com. The same will be binding to the bidders.
- 3.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its own discretion, may extend the deadline for the submission of bids.

ARTICLE – 3: 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 Authority shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 4: COST OF BIDDING

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

ARTICLE -5: BID FORMS

- 5.1 Wherever a specific form is prescribed in the Tender Document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 5.2 For all other cases, the Bidder shall design a form to hold the required information.
- 5.3 Authority shall not be bound by any printed conditions or provisions in the bidder's bid forms.

ARTICLE -6: FRAUDULENT & CORRUPT PRACTICE

- 6.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the Authority of the benefits of free and open competition.
- 6.2 Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE - 7: LACK OF INFORMATION TO BIDDER

Bidder shall be deemed to have carefully examined all contract documents / this bid document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract. The Authority shall not entertain any disputes in this regard after the bids have been submitted. Authority retains the right to ask for any missing information during the evaluation process.

ARTICLE - 8: CONTRACT OBLIGATIONS

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Guarantee within the time limit prescribed by the Authority, Authority reserves the right to cancel the Contract and apply all remedies available to it under the terms and conditions of this document and Government Rules.

ARTICLE - 9: BID PRICE

- 9.1 The prices shown in the price bid i.e. rate of services and agency charges shall remain fixed and no change shall be made in it. Any increase/decrease made by the bidder in the said charges would lead to rejection of his bid. Bidder shall categorically confirm strict compliance of this stipulation in respect of their offer.

- Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the Authority in any way concerning scrutiny/ consideration/ evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

9.2 Authority reserves the right to seek clarification/ justification from the Bidder with regard to the bids submitted. Based on the justification provided by the Bidder, if Authority feels that the clarification is unrealistic in order to execute a project of this nature, Authority reserves the right to reject the said bid. The Bidders shall be governed by the decision of Authority.

ARTICLE -10: BID CURRENCY

For the services required in the Tender, the prices shall be quoted in Indian Rupees. Payment for such services as shall be made in Indian Rupees only.

ARTICLE -11: BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

11.1 The Bidder shall furnish, as part of the Bid, a bid security for the amount as stated in Notice Inviting Tenders Section by Bank Guarantee in favour of "Gujarat Biotechnology University" payable at Gandhinagar, issued by any **Nationalized Bank** in India in a separate envelope.

11.2 No interest shall be paid on bid security.

11.3 Bid Security of Bidders not short-listed will be refunded within 30 days from the date of declaration of Short-listed Bidders.

11.4 The successful bidder's Bid security will be discharged upon the Bidder signing the contract/ Agreement, and furnishing the Performance Guarantee.

11.5 The Bid security may be forfeited at the discretion of Authority, on account of one or more of the following reasons:

- a) Bidder withdraws its Bid during the period of Bid validity as stated in Article 12 below.
- b) Bidder fails to co-operate in the Bid evaluation process, and
- c) In case of a successful Bidder, the said Bidder fails:

- 1) To sign the Agreement in time or
- 2) To furnish Performance Guarantee

ARTICLE - 12: PERIOD OF VALIDITY OF BIDS

12.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by Authority. A Bid valid for a shorter period shall be rejected as non-responsive.

12.2 In exceptional circumstances, the Authority may solicit Bidder's consent to an

extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

ARTICLE - 13: SEALING AND MARKING OF BID

Bidder shall submit their bids in three separate parts in sealed envelopes superscribed with due date, project and nature of bid (Bid Security, Technical proposal and consent to financial proposal). The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in cases it is declared 'late'. If the outer envelope is not sealed and marked as required, the Authority will assume no responsibility for the bid's misplacement or premature opening and rejection.

ARTICLE - 14: BID DUE DATE

14.1 Bid must be received by the Authority at the address specified in the Tender Document not later than the date specified in the bid.

14.2 Authority may, at its discretion, on giving reasonable notice by fax or any other written communication to all prospective Bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the Authority and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE -15: LATE BID / CONDITIONAL BID

15.1 Any bid received by the Authority after the bid due date/ time prescribed in the Tender Document shall be rejected.

15.2 Any bid indicating conditions beyond those indicated in this Tender Document i.e. conditional bid shall be rejected.

ARTICLE 16: MODIFICATION AND WITHDRAWAL OF BID

16.1 The Bidder cannot modify its Bid after the Bid's submission.

16.2 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

ARTICLE - 17: OPENING OF BIDS BY THE AUTHORITY

17.1 Bids will be opened in the presence of Bidder's representatives, who choose to attend.

17.2 Bidder's names, Bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the Authority at his/her discretion, may consider appropriate, will be announced at the opening.

17.3 At the pre-decided time, the Authority contact person shall open the Technical Bids and list them for further evaluation. Any participating Bidder may depute a representative to witness these procedures.

ARTICLE -18: CONTACTING THE AUTHORITY

18.1 Bidder shall not approach the Authority officers outside of office hours and/ or outside the Authority premises, from the time of the Bid opening to the time the Contract is awarded.

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

ARTICLE -19: BID EVALUATION

Authority is not bound in any manner to select any of the bidders submitting bids or to select the bidder offering the lower price.

ARTICLE - 20: AUTHORITY'S RIGHT TO VARY SCOPE AT TIME OF AWARD

If any change in Scope of the bid causes an increase or decrease in the cost of, or the time required for, the Bidder performance of any part of the work, an equitable adjustment shall be made in the rate or schedule of implementation, or both, and the bid, shall, accordingly be amended. Any claims by the Bidder for adjustment under this Para must be asserted within thirty (30) days from the date of the Bidder receipt of the Authority's changed order.

ARTICLE - 21: AUTHORITY'S RIGHT TO ACCEPT AND TO REJECT ANY/ ALL BIDS

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

ARTICLE - 22: NOTIFICATION OF AWARD & SIGNING OF CONTRACT

22.1 Prior to expiry of the period of Bid validity, the Authority will notify the successful Bidder in writing that its Bid has been accepted and send the successful Bidder the Letter of Acceptance.

22.2 Within 7 days of receipt of the Letter of Award, the successful Bidder shall sign and return it to the Authority. If the successful Bidder thus selected fails to return the signed Letter of Acceptance as stipulated, the Authority reserves the right to offer it to the next eligible Bidder.

ARTICLE - 23: PERFORMANCE GUARANTEE

- 23.1 The performance guarantee/ security deposit has to be submitted within **fifteen days** from the date of issue of Letter of Acceptance. The performance guarantee/SD shall be **10% of the Total Accepted Tender Value**. The performance guarantee/SD can be in the form of bank guarantee which shall be valid for duration of 90 days beyond the expiry of period of 1 years. The same shall be renewed further in accordance of allotted work order.
- 23.2 If the successful Bidder fails to remit the performance guarantee within the time stated for the submission of the same by the Authority, the Bid Security remitted by him will be forfeited by the Authority and his bid will be held void.
- 23.3 Upon the successful Bidder's furnishing of performance guarantee and signing of agreement, the Authority will promptly notify all short-listed Bidders and will refund their Bid Security.
- 23.4 Format for Performance Guarantee is given at Annexure-VI.
- 23.5 The Performance Guarantee of the successful Bidder shall be refunded within three months from the expiry of the period and on satisfaction of the Authority for execution of the work/ settlement of disputes, if any.

ARTICLE - 24: PAYMENT TERMS TO SERVICE PROVIDING AGENCY

- 24.1 The Service Provider Agency shall make payment to the Outsource staff engaged by them in GBU as per the absentee statement for the number of days engaged, from their account till the 10th day of the succeeding month of engagement and it shall have to submit bill to Establishment Department, GBU. To deduct the amount for not rendering services for number of days in a month, the deduction in each month will be considered in accordance to the number of days in the particular month. The payment to the Outsource staff shall be made through e-payment System in concern's Bank Account by Agency.
- 24.2 The service provider shall raise bills by 10th day of succeeding month.
- 24.3 The Service Provider shall be responsible for timely payment of take home remuneration to the Outsource staff and deposit of EPF and ESI (both employee and employer share) to Respective Authority/ Department & the same is applicable to all other such statutory payments as per Government guidelines.
- 24.4 The Service Provider has to submit proof of deposit of EPF, ESI amount & other applicable payments before submission of next month bill with individual details of name.

24.5 The statutory deduction of income tax and others if any shall be deducted from the bill.

24.6 The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

24.7 In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on both parties.

ARTICLE - 25: PENALTY

25.1 Authority will levy penalty in case the Bidder fails to provide the services specified by the Authority in the ToR of this tender document. The amount of penalty shall commensurate with the nature of the breach/ defect/ deviation/ fault and as decided by Authority. Such an amount payable by the Service Provider shall be final and binding and shall not exceed **15% of the Total Accepted Tender Value** of the bidder for the Contract Period. On the Service Provider repeatedly failing to rectify the faults within the time period as stated by the Authority, the Authority is free to cancel / terminate the Contract by giving one month notice. The penalty amount shall be recovered from the agency's pending amount of the bills or security deposit.

25.2 Also, the Authority may, at its discretion, get the deviations, faults attended/ rectified by any other agency at the risk and cost of the Service Provider and the same will be recovered from the Service Provider.

ARTICLE -26: PATENT RIGHTS

Service Provider shall indemnify the Authority against all third-party claims of infringement of patent, trademark/ copyright arising from the use of services or any part thereof.

ARTICLE -27: AUTHORITY'S RIGHT TO AWARD CONTRACT TO ONE OR MORE BIDDERS

Authority reserves the right to award the Contract to one or more Service Provider/s and split the order for different works among different Service Providers.

ARTICLE -28: BIDDER TO VISIT THE SITE BEFORE QUOTING ITS BID

The bidder has to personally visit the site and take into consideration all the factors before submitting its bid. No disputes shall be entertained regarding any factor that has been neglected or overlooked once the bid has been submitted by the bidder.

ARTICLE -29: BIDDER'S OBLIGATION

29.1 Service Provider shall appoint, an authorized person not lower than the rank of Manager as "Coordinator - Service Provider" to co-ordinate with the Authority in all matters related to Service Provider for the successful implementation and operation of the project and to be responsible for all necessary exchange of information.

29.2 Service Provider shall provide all assistance to the Authority representative/s as they may reasonably require for the performance of their duties and services.

29.3 Service Provider shall be responsible for all statutory obligations/ liabilities like Salary, ESI, PF, etc. as per Labour Laws for the manpower employed by it.

ARTICLE - 30: AUTHORITY'S OBLIGATIONS

30.1 Grant in a timely manner all such approvals, permissions and authorizations which the Service Provider may require or is obliged to seek from in connection of providing the services and the performance of the Service Provider obligations.

30.2 Authority shall make the payment of the bills for providing the services within 15 days after submission of correct bill by the service provider.

ARTICLE -31: LIQUIDATED DAMAGES

In the event of failure of the Service Provider to secure Acceptance by Authority, before the commencement date as prescribed by the Authority, the Authority reserves the option to recover from the Service Provider as liquidated damages and not by way of penalty, 10% of the Total Accepted Tender Value of the Service to be rendered for the period after the said commencement date, until acceptance without prejudice to other remedies under the contract.

ARTICLE -32: TERMINATION OF THE CONTRACT

32.1 If Authority finds that Service Provider does not provide services in line with tender conditions for Fifteen (15) days continuously or for fifteen (15) days intermittently in a month at a specified output level due to reasons attributable to Service Provider, it may give a Notice to rectify the defect/ deviation on an immediate basis. On failure of Service Provider to do so, Authority may at its sole discretion, terminate the Contract after giving adequate notice for termination.

32.2 If Authority finds that during the Contract Period, there are substantial deviations from tender specifications and the bidder's Proposal, it shall ask for rectification within a reasonable time frame. On failure of Service Provider to do so, it may terminate the contract after giving adequate Notice.

- 32.3 At any time during the Contract Period, Authority has the right to cancel the Contract after giving a notice of 30 days, if the Service Provider commits breach of any or all conditions of the contract and fails to remedy the breach within the time frame by the Authority. Breach of Contract includes, but not limited to the following: a) Service Provider stops work and such stoppage has not been authorized by the Authority. b) Service Provider may become bankrupt or goes into liquidation other than for project or amalgamation. c) Authority gives notice to correct a particular defect/ irregularity and the Service Provider fails to correct such defects/ irregularity within a reasonable period of time determined by the Authority. d) Service Provider is found to act in selfish interest and not in interest of the beneficiaries. e) Serious misconduct/ accident on part of the Service Provider.
- 32.4 If the contract is terminated by the Gujarat Biotechnology University/ the Department unilaterally, the GBU will pay to the Service Provider remaining amount, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement.

ARTICLE -33: "NO CLAIM" CERTIFICATE

The Service Provider shall not be entitled to make any claim, whatsoever, against the Authority, under or by virtue of or arising out of this Contract, nor shall the Authority entertain or consider any such claim, if made by the Service Provider and the Service Provider shall have signed a "No Claim" Certificate in favour of the Authority in such forms as shall be required by him after the works are finally accepted.

ARTICLE -34: OWNERSHIP OF DATABASE AND ASSET

The ownership of database as and when created in the course of the execution of the work under this tender during the contract period without any liability will be automatically vest with the Authority. None of the physical facility and services under this tender shall be transferred to Authority at the end of the Contract Period, except the capital expenditure made by the Authority.

6. CHECKLIST OF DOCUMENTS COMPRISING THE BID

The bid submitted shall have the following documents:

Part-I

Bid Security (EMD) and Bid Document Fee in the form prescribed in the Tender. Also the Bidder required upload/submit the scan copy of the EMD and tender fees.

Part – II

1. Bid document signed and sealed (with official seal) in Original with all pages duly numbered.
2. Consent to the financial proposal is to be submitted by the bidder (Refer Annexure-III)
3. Registration Details: In case bidder is a University-Certified copy of the Universities registration and registration number.

Or

In case bidder is a company-Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations,

Or

In case the Bidder is a Society-Certified copy of registration deed with objects of constitution of society.

Or

In case Bidder is a Corporation-Authenticated copy of the parent statute.

Or

In case of Trust-Certified copy of the Trust Deed.

Or

In case of Firm-Certified copy of the Registration Deed. Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.

4. Documents in proof for matching Eligibility Criteria duly signed by the authorized representatives of the bidder.
5. List of present Directors/ owners/ executive council members/ trustees/ Board members as applicable.
6. General power of attorney/ Board of Directors resolution/ Deed of Authority contract and all correspondences/ documents thereof. Format for General Power of Attorney is given at Annexure-V.
7. Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23
8. The tendering Service Providers are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered any further:**
 - i. Copy of turnover certified by CA for the last 5 years.

- ii. Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant.
- iii. Copy of the Balance Sheet and P&L Account for the last three consecutive years certified by the Chartered Accountant
- iv. Registration number of the firm
- v. Pan number
- vi. Copy of experience and work completion certificate for last three years for providing minimum 100 Manpower in Private/Government Sectors
- vii. Copy of the Professional Tax registration
- viii. Copy of Professional tax submitted for last 5 years
- ix. Copy of EPF statement submitted in last 5 years
- x. Copy of E.S.I.C Certificate Code Number
- xi. Copy of Valid Labour license for providing Manpower Supply in Industries / Educational Sector, Government Departments
- xii. Copy of Service Tax Registration Number as a Manpower Recruitment Agency Service Tax Registration
- xiii. Copy of Bank solvency Certificate Rs. 25 lacs Nationalized Bank (After date of Notice of Invitation of tender)
- xiv. Copy of Police License Registration Number (All Gujarat)
- xv. Copy of EPF and ESI challans
- xvi. Copy of ISO Certifications
- xvii. Copy of affidavit there should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted
- xviii. Copy of No. of employees on roll
- xix. Copy of list of other clients
- xx. All deviations and/ or non-compliance clauses shall be listed separately
- xxi. Details in the formats as given at Annexures. (Kindly check all Annexures)

7. ANNEXURES:

ANNEXURE-I: BIDDER'S COVERING LETTER:
(ON LETTER HEAD)

To,
The Registrar
Gujarat Biotechnology University,
Gift-City Gandhinagar

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this Day of

(the month and year) Signature of Authorised Signatory

In capacity of

Duly authorized to sign the bid for and on behalf of.....

ANNEXURE –II: TECHNICAL BID FORM (Profile of the Bidder)

Sr. No.	Particulars	Registration No.	Date	Page No. in the document
1	Name of the Agency			
2	Details of EMD			
	(i) Amount			
	(ii) Draft No.			
	(iii) Date			
	(iv) Issuing Bank			
3	Date of establishment of the Agency			
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person			
5	PAN / TAN Number (Copy to be enclosed)			
6	Professional Tax Registration Number (Certificate code number of enrolment/revision of certificate of registration under sub-section (1) of section (5) at the Gujarat state tax on profession trades, calling and employment act, 1976			
7	Employee Provident Fund Organization (Ministry of Labour, Govt. of India) Code No.			
8	E.S.I. Certificate showing the Code Number			
9	Valid Labour license for providing manpower Supply in Industries/ Educational Sector ,Government dept.			
10	Service Tax Registration Number as a Manpower Recruitment Agency Service Tax Registration			
11	Bank solvency Certificate Rs. 27 lakhs Nationalized Bank(After date of Notice of Invitation of tender)			
12	ISO Certificate Registration as Manpower Recruitment Agency			
13	Police License Registration Number (All Gujarat / Other)			
14	Income Tax Return of Last Five Years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23)			
15	Profit & loss account of Last Five Years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23)			
16	Balance sheet of Last Five Years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23)			
17	No. of employee on roll			
18	List of other clients			
19	Whether a copy of the terms and conditions (Annexure-I) duly signed, in token of acceptance of the same, is attached.			
20	Whether the firm is blacklisted ever by any government department or PSU/Private company, any other company where in the applicant agency was stakeholder of more than 30% or any blacklisting/criminal action initiated against firm or its owner/partners anywhere in India. (If no, affidavit is to be attached in this regard.)			

21. The service provider must have minimum annual turnover of Rs. 5 Crores per annum for any 3 of last 5 years for similar work experience. C.A. certificate of last 5 years audit report and balance sheet attached here with tender, clearly specifying that the turnover is related to only manpower supply & nothing else.

No.	Financial Year	Turnover in Rs.
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22	
5	2022-23	
Total Turnover in Rs.		

22. The service provider must have an experience and work completion certificate for last three years for providing the minimum 100 (Employee) Manpower to Private and Government Sector.

Sr. No.	Government Educational Institutes, Government Departments, Industrial Educational Institutes, Private organizations	Period		Total No. of Manpower supplied	Tender Cost	Total work completion amount
		From	To			

List of clients should be enclosed, giving the details such as name, address, phone number, contact persons & no. of staff provided to the client & duration during last 3 Years with their performance certificate.

23. Self-attested copies of challans of E P F contribution for providing Manpower Supply Attested copy (to Enclose) (Min. 3 months).

Sr. No.	Name of Month	Challan No / Instrument (If any)	Amount	Remarks
1	2	3	4	5
2				

24. Self-attested copies of Challans of E S I contribution for providing Manpower Supply Attested copy (to Enclose)

Sr.	Name of Month	Challan No / Instrument (If any)	Amount	Remarks
1	2	3	4	5
2				

ANNEXURE-III: CONSENT TO FINANCIAL BID
(ON LETTER HEAD)

To,

The Registrar,
Gujarat Biotechnology
University, Gandhinagar,
Gujarat

Dear Sir,

We have gone through all bidding documents (Pre-qualification) and we the undersigned offer to undertake the responsibility of supplying services as required.

We hereby confirm that, this Bid complies with the required Bid validity and EMD. We also under take that if our Bid is accepted, we shall abide by all tender conditions as specified in Bid.

We understand that the Registrar, GBU reserves the right to reject, any Bid and to annul the bidding process and reject all Bids at any time prior to award of contract without there by incurring any liability to the affected bidder or bidders, or any obligation to inform the affected bidders.

We hereby agree to pay the remuneration to the manpower provided by us for providing services to GBU as per the Annexure-IV and also agree to draw fixed agency service charge of 4%.

Place: Signature of the Bidder / Authorized person
with Stamp

Date:

ANNEXURE-IV For provision of services rate per month per person engaged in order to deliver the services for GBU at Gandhinagar.

1. Name of tendering Service Provider:
2. Fixed basic rate per person per month as below:

No.	Type of services	Fixed	Variable					
		Basic	EPF 13%	ESIC 3.25%	Bonus 8.33%	Total per person	Service Charge 4%	Total
1	Multi-tasking service (Unskilled)	13,560	1,430	358	916	13,704	548	14,252
2	Multitasking service (Semi-skilled)	15,000	1,950	488	1,250	18,668	747	19,435
3	Multitasking service (Skilled)	16,500	1,950	536*	1,374#	20,360	814	21,174
		-		-	-	-	-	-
4	Multi-tasking service (Specialised) Category A	27,500	NA	NA	NA	29,450	1,178 - 1,458	30,628
		-				36,450		-
5	Multi-tasking service (Specialised) Category B	34,500	NA	NA	NA	36,450	1,458 - 1,738	37,908
		-				43,450		-
		41,500				45,188		

* Monthly CTC Inclusive of EPF 13% + ESIC 3.25%+ Bonus 8.33% + (Leave Encashment @ 5% + Gratuity@ 4.81%) wherever applicable as per statutory rules amended from time to time. For multitasking services specialized, the fixed basic rate would be decided by the competent authority on the basis of education, experience, caliber of the candidate, etc. and the variable component would be inclusive of PF, ESIC, service charge and service tax. The service personnel having experience of working in Academic Institutions /Govt. sector will get more preference.

Note: The payment shall be made on conclusion of the calendar month only considering government holidays and number of working days for which duty has been performed for providing services as certified by the Authority.

The present Manpower need of GBU as under :

Sr. No.	Particulars	M.P No.	Category	Monthly Rate CTC	Monthly CTC
Housekeeping & Manpower Services					
1.	Facility Manager	1	skilled	36000	36000
2.	Receptionist	1	skilled	23678	23678
3.	Electrician	1	skilled	29488	29488
4.	Civil Maintenance	1	skilled	29488	29488
5.	HVAC person	1	skilled	23678	23678
6.	Plumber	1	skilled	23678	23678
7.	Driver	4	skilled	23678	94710
8.	Office Peon	5	skilled	23678	118390
9.	House Keeping workman	15	un-skilled	22364	335454
10.	Gardner	4	skilled	23678	94710
Security Services/ Watch and ward					
11.	Security Supervisor	1	Security	29488	29488
12.	Security Guards	9	Security	23678	213102
13.	Fire man	3	Security	23678	71033
Contractual Manpower Deployment Services					
14.	Research-Admin Officer	1	Category B	60000	60000
15.	Placement Officer	1	Category B	60000	60000
16.	IT Service Manager	1	Category B	50000	50000
17.	Instrument Engineer	1	Category B	40000	40000
18.	Digital Content Officer	1	Category A	35000	35000
19.	Assistant Manager Administration	1	Category A	32000	32000
20.	Assistant Manager Students & Academics	1	Category A	32000	32000
21.	UoE Coordinator	1	Category A	32000	32000
22.	Research Laboratory Technician	9	Category A	25000	225000
23.	Faculty Coordinator for Accounts & Finance	2	Category A	20000	40000

Manpower deployment and their expected experience:

Sr. No.	Particulars	Qualification	Minimum Experience (yrs)	Job Role	Remarks/ Preference , if any
<u>Housekeeping & Manpower Services</u>					
1.	Facility Manager	Graduate	3 yrs.	Campus	Similar

				Management	Experience
2.	Receptionist	Graduate	Fresher	To Manage Reception Area	Fluency in English
3.	Electrician	ITI/Graduate	2 yrs.	Electric and DG set	
4.	Civil Maintenance	ITI/Graduate	2 yrs.	Civil and Repairs	
5.	HVAC person	ITI/Graduate	2 yrs.	HVAC Maintenance and Repairs	
6.	Plumber	ITI/Graduate	2 yrs.	Plumbing and Sanitary works	
7.	Driver	10 th Pass	1 yrs.	HMV / LMV Licence	Govt. experience
8.	Office Peon	8 th Pass	1 yrs.	Office peon	Govt. experience
9.	House Keeping staff	-	-	Maintaining cleanliness and hygiene	
10.	Gardner	10 th Pass	2 yrs.	Maintenance of Gardens and Lawns	
<u>SECURITY SERVICES</u>					
11.	Security Supervisor	Graduate	5 yrs.	Security Management	Ex-servicemen
12.	Security Guards	Graduate	2 yrs.	Watch and Ward	Ex-servicemen
13.	Fire man	Graduate	2 yrs.	Ensure Fire & Safety	Fire Certificate
<u>Contractual Services</u>					
14.	Research-Admin Officer	Post-Graduate	3 yrs.	Research Administration	Institutional Experience
15.	Placement Officer	Post-Graduate	3 yrs.	Training and Placement Office Administration	Institutional / Industry Experience
16.	IT Service Manager	Graduate	3 yrs.	IT Resource Management	Institutional Experience
17.	Instrument Engineer	Graduate	3 yrs.	Sophisticated Equipment Management	Institutional / Industry Experience
18.	Digital Content Officer	ITI/Graduate	3 yrs.	DTP / Mass Communication / Media Management	Fluency in English and Media Experience
19.	Assistant Manager Administration	Graduate	3 yrs.	General Administration /	Institutional / Industry

				P &A / HR	Experience
20.	Assistant Manager Students & Academics	Graduate	3 yrs.	Management of Student Life Cycle and Student Affairs	Institutional Experience
21.	UoE Coordinator	Post – Graduate	Fresher	GBU UoE Collaboration Administration	Fluency in English
22.	Research Laboratory Technician	Graduate	1 yrs.	Laboratory and Store Management	
23.	Faculty Coordinator for Accounts & Finance	Graduate	2 yrs.	Management of Finances of Research Projects	Accounting System Experience

CLASSIFICATION OF SERVICES:

No	Type of Skill & minimum Qualification for delivering Services	Services Required
1	Multitasking Services (Unskilled) 10 th /12 th pass	<ol style="list-style-type: none"> 1. For up keeping and maintaining the office: Maintaining neat and clean office rooms, opening of the office/premises before arrival and closing after depart of office staff, assisting in any office work as may be required by the Officer/Staff, transferring files/correspondence/equipment from one desk/office to other as directed including the priority involved in the movement of papers/files marked 'Urgent', 'Immediate' and 'Priority' and act accordingly, work related to local Post and DSTOffice, Treasury and Banks, availability of services till the office closure time. 2. Services related to operation of lift: Involves operation of lift including the stoppage or emergency actions to be taken 3. Any other similar nature of services as may be decided and agreed upon mutually. 4. Any other work assigned by Authority

2	<p>Multitasking Services Semi Skilled – Garden & Office Peon, Driver etc. (Driver- Valid Driving License for four wheelers and above with minimum 8th pass)</p>	<ol style="list-style-type: none"> 1. For services of driving: Driving and maintaining the vehicle in good condition and ensuring that the servicing of the vehicle is done properly and periodically, Maintaining the log book of the vehicle, have valid documents for performing the services. The driver should be available in the campus for 10 hrs service. 2. For services of guarding: To guard the place, monitor the entry and restrictions as per the direction to be ensured during the day and night cycle as per the shift, keeping watch on the office premises/place of duty assigned, No unauthorised person to be allowed to enter. 3. Gardening work, Peon and Support services etc. manpower with knowledge of relevant work. 4. Any other similar nature of services as may be decided and agreed upon mutually. 5. Any other work assigned by Authority
3	<p>Multitasking Services Skilled (Graduates, diploma holders, ITI, etc.)</p>	<ol style="list-style-type: none"> 1. Desk services: Typing work/services all the matter as per direction in English and Gujarati, preparing and maintaining the records, maintaining the file movement, indexing, file numbering, etc., Accounting work, data collection and analysing. 2. For electrification services: Keeping all the electrical assets in working condition, keeping the backup in working condition for emergency purpose/power shutdown, installing and maintaining the wiring. 3. Any other similar nature of services as may be decided and agreed upon mutually. 4. Any other work assigned by Authority
4	<p>Multitasking Services Specialised</p> <ol style="list-style-type: none"> i. Category A ii. Category B iii. Category C 	<ol style="list-style-type: none"> 1. Performing specialised duty as assigned by Authority related to IT, Engineering, administration, legal, finance, accounting, etc. 2. Any other similar nature of services as may be decided and agreed upon mutually. 3. Skills and Experience for Specialised: <ul style="list-style-type: none"> • Graduates • Post Graduates • Nautical/Marine: Minimum 12th pass with certificate of COC (Certificate of Competency) for specialised cadre. • Minimum Graduation and 6 month Certified Course/Master’s degree in particular specialisation • Specific degrees like in LAW, CA/CS etc. • Minimum experience of 5 years for Post Graduate and 7 years for Graduates.

Note : The payment shall be made on conclusion of the calendar month only considering government holidays and number of working days for which duty has been performed for providing services as certified by the Authority.

Financial bid consent:

Service Charge and Increment:

1. Agency Service Charges of 4% mentioned in the tender would remain fixed. Any change in the said charges would not be acceptable.
2. The agency will provide below mentioned services with no extra cost as the same is covered in Agency service charge:
 - i. HRMS software
 - ii. Joining Kit which includes instruction manual, Uniform, I cards for service personnel, T-shirt for wearing on occasions, Diary and Pen.
 - iii. Registers to perform office work at GBU.
 - iv. Biometric system at GBU for attendance monitoring of deployed Manpower.
 - v. Deputing a service personnel of agency at GBU for entire observation.
 - vi. Typing Software or Computer system to perform allotted duty work, if required.
3. There would be an increase of 5% every year on the fixed part of the rates shown above and accordingly the variable part of the rates would change.

For example:

Type of services	Basic rate as mentioned in tender	Revised basic rate after completion of one year of agency.	Revised basic rate after completion of two years of agency.
Multi-tasking service (Unskilled)	13560	14238	14950
Multitasking service (Semi-skilled)	15000	15750	16538
Multitasking service (skilled)	16500	17325	18191

Financial bid consent:

I am agreed to provide the requisite services to GBU at the fixed **4% agency service charges**. The 4% agency charges will be calculated on the total billing amount except applicable GST.

Signature of the agency

ANNEXURE – V

PROFORMA OF GENERAL POWER OF ATTORNEY (To be signed and executed on non-judicial Stamp Paper of Rs. 100/-) GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/Smt__ S/O _____ Residing at _____
2. Sri/Smt__ S/O _____ Residing at _____
3. Sri/Smt__ S/O _____ Residing at _____

I/ We all the Partners/ Directors/ Board members/ trustees/ Executive council members / Leaders of M/S _____ having its registered office at hereby appoint Shri _____ S/O _____ residing at _____ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Office of G B U (Authority), Gandhinagar 382355 in connection with its tender No. dated _____.

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Witness (With address) Signature of the Partners/ Directors/ Board

Members Executives/ Trustees/ Council members

Signature of the authorized person

Date:

Name:

Place:

Seal:

ANNEXURE - VI

FORMAT FOR PERFORMANCE GUARANTEE

(On Non-Judicial Stamp Paper of Rs. 300/-)

To be stamped according to Stamp Act and to be in the name of the executing Bank

To:

The Registrar,

Gujarat Biotechnology University,

Gift-City,

Gandhinagar-382355, **Gujarat**

In consideration of The Registrar, Gujarat Biotechnology University having its head office at Gift-City, Gandhinagar-3823055(hereinafter called the "Authority" which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No._____ dated_____ issued by the Authority, which has been unequivocally accepted by the Agency (refer NOTE below) for the work of providing multitasking services to GBU,Gandhinagar (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs._____(Rupees_____only) from a Bank, in lieu of the security deposit,to be made by the Agency for the due fulfilment by the said Agency of the terms and conditions contained in the same contract. We _____(hereinafter referred to be "the said Bank" and having our registered office at_____do hereby undertake and agree to indemnify and keep indemnified to the Authority from time to time to the extent of Rs._ (Rupees only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the Authority by reason of any breach or breaches by the Agency and to unconditionally pay the amount claimed by the Authority on demand and without demand to the extent aforesaid. We, Bank, further agree that the Authority shall be the sole judge of and as to whether the said Agency has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority on account thereof and the decision of the Authority that the said Agency has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority from time to time shall be final and binding on us.

- 1) We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the Authority under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the

owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Agency and accordingly discharges this Guarantee subject, however, that the Authority shall have no claim under the Guarantee after 180 (One Hundred Eighty) days from the date of expiry of the contract period.

- 2) The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Agency or to postpone for any time and from time to time any of the powers exercisable by it against the said Agency and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to Authority and the said Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Agency or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.
- 3) It shall not be necessary for the Authority to take legal action against the Agency before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Authority may have obtained or obtain from the Agency shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
- 4) We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing and agree that any change in the Constitution of the said Agency or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. _____ on whose behalf this guarantee is issued.

For and on behalf of (the bank) Signature

Name & Designation _____ Authorization No. _____

Date and Place _____ Bank

Seal _____

The above guarantee is accepted by the Authority.

**NOTES:
FOR PARTNERSHIP CONCERNS**

M/s. _____ a partnership firm with its office (hereinafter called "the said Agency" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

- 1) Shri S/o _____

2) Shri S/o _____

FOR COMPANIES

M/s. a company registered under the Companies Act 1956 and having its registered office in the State of (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR TRUST

M/s. a company registered under the Bombay Public Trust Act 1850 and having its registered office in the State of (hereinafter called “the said Agency” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR SOCIETIES

M/s. a company registered under the Societies Registration Act, 1860 and having its registered office in the State of (hereinafter called “the said Agency” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

ANNEXURE-VII LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

To,

The Registrar
Gujarat Biotechnology University,
Gift-City Gandhinagar, Gujarat

Dear Sir,

Subject: Authorization for attending bid opening on.....(date) in the Tender for experienced and reputed agencies for providing multitasking services toGBU.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of.....(Bidder) in order of preference given below.

Order of

PreferenceName
Specimen Signature

- 1.
- 2.

For

Officer authorized to sign the bid documents on behalf of the bidder.

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.

ANNEXURE VIII: DECLARATION

We solemnly declare that we have attached all the documents mentioned as above. We hereby confirm that non-compliance of any documents, will be treated as non-responsive tender and we will lose our claim to participate in the tender enquiry and our bid will automatically liable to reject.

Signature of the Bidder /
Authorized person with
Stamp

Signature of the bidder with
Seal